



Eddie Baza Calvo
Governor
Ray Tenorio
Lieutenant Governor

DEPARTMENT OF ADMINISTRATION
(DIPATTAMENTON ATMENESTRASION)
DIRECTOR'S OFFICE
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Post Office Box 884 * Hagåtña, Guam 96932
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Christine W. P. Baleto
Director
Vincent Arriola
Deputy Director

MAY 19 2017

Procurement No. DOA/HRD-RFP-GHI-18-002

Dear Prospective Offeror:

Buenas yan Hafa Adai!

We would like to thank you for your interest in submitting a proposal to provide health insurance services to the Government of Guam's Group Health Insurance Program.

On an annual basis, the Government of Guam issues a Request for Proposal (RFP) to interested health insurance companies licensed to do business on Guam under the laws of Guam, to provide group health insurance coverage to Government of Guam employees, retirees, survivors, their covered dependents and foster children under the legal custody of the Child Protective Services Division of the Department of Public Health and Social Services. Therefore, this is to invite your company to submit a proposal to this RFP. Negotiations are tentatively scheduled for the month of June or July.

To register as an interested company, you must complete and email the "Acknowledgement of Receipt of RFP" form to leonora.candaso@doa.guam.gov; adrian.peregrino@doa.guam.gov and suzanne.kohlmann@aon.com. In the event any amendments to the RFP are issued, the acknowledgement will ensure that all interested parties are informed of such change(s). The Government of Guam and the Department of Administration shall not be liable for failure to provide notice to any party who did not register contact information.

Thank you in advance for your response and we look forward to working with your company.

Christine Baleto, Director
Department of Administration



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ACKNOWLEDGEMENT OF RECEIPT OF RFP

Procurement No.: DOA/HRD-RFP-GHI-18-002

Attention: Human Resources Division, Employee Benefits Branch

From: _____

Subject: Registration of interest to provide Health Insurance services
FY 2018 Health Insurance Program

To register as an interested company, you must complete and email the following information to the following individuals: leonora.candaso@doa.guam.gov; adrian.peregrino@doa.guam.gov and suzanne.kohlmann@aon.com. The Negotiating Team cannot guarantee that your company will receive any amendments or notices to the RFP that may be issued unless the information below is completed and submitted as provided herein. All carriers are advised to register as soon as the RFP is retrieved from the DOA website.

Date:	
Company Name:	
Contact Person & Title:	
Contact Information:	Telephone No.: ()
	Facsimile No.: ()
	E-Mail address:
	E-Mail address:
Mailing address:	
Street address:	



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Procurement No.: **DOA/HRD-RFP-GHI-18-002**

Description: **FY 2018 Health Insurance Program**
Request for Proposal (RFP)

SPECIAL REMINDER TO PROSPECTIVE OFFERORS

Offerors shall carefully read all sections of this Request for Proposal (RFP) and be informed of all its terms and conditions. Offerors are especially alerted to the sections entitled "Proposal Contents and Requirements" in the RFP, and are asked to ensure that all required documents and information are included in their proposal.

Compliance with the following is mandatory, but not inclusive of all the requirements of the RFP:

- ❑ Carriers are advised to produce 1 original and 8 duplicate copies of their proposal. The original should be clearly marked as original and the 8 copies should be numbered as 1 of 8, 2 of 8, etc. The original and 7 duplicate copies should be sent to the Director of the Department of Administration. The remaining 1 copy must be sent to the Negotiating Team's consultant, Aon, at the address indicated in this RFP.
- ❑ To be qualified, pursuant to Title 4 GCA § 4302(c), an offeror shall submit a proposal made up of two parts; first an exclusive proposal, and second, a non-exclusive proposal, and meet the minimum requirements specified in the RFP (see Exhibit A for list).
- ❑ An exclusive proposal means a proposal based upon the assumption that the Government will contract with only one health insurance provider that is selected by the Negotiating Team from up to three different Health Insurance Carriers that all negotiate best and final offers with the Negotiating Team.
- ❑ A non-exclusive proposal means a proposal based upon the assumption that the Government may contract with up to three health insurance carriers that negotiate best and final offers with the Negotiating Team. If only two Health Insurance Carriers submit qualified proposals, the Non-exclusive proposal shall mean a proposal based upon the assumption that the Government will contract with more than one Health Insurance Carriers that negotiate best and final offers with the Negotiating Team.
- ❑ As set out hereafter, the exclusive proposal and the non-exclusive proposal shall be submitted together as a single submittal by each offeror.
- ❑ Each proposal must be organized, fully assembled and complete.
- ❑ All offerors should submit their cost proposal within the original response.
- ❑ Affidavit Forms
 - A. The Government requires five (5) different Affidavits and one (1) Declaration Form (Exhibit L Forms A, B, C, D, E & F.

- B. Form A, Affidavit Disclosing Ownership and Commissions must be made between the dates of issuance of this RFP and the dates that proposals are due, so long as the ownership listing mentioned in the Affidavit is for the 365 day period preceding the date the offeror submits the proposal.
- C. One original of each form and eight (8) copies of each form must be submitted. The original form shall be submitted with the original proposal and the copies shall be submitted with the proposal copies. One (1) duplicate copy of the form must also be included in the Negotiating Team consultant's packet.

- ☐ The Questionnaire and Pricing information provided in Excel format with the RFP package, must be completed and returned in Excel format, as well as in PDF format to ensure no changes were mistakenly made to the excel file during our analysis phase. Each proposal type, exclusive and non-exclusive, must have the excel format responses completed entirely.
- ☐ Copies of the Negotiating Team's desired plan designs and alternatives are included with this RFP. Offerors must specify in their proposal any components to which they cannot comply and any changes they desire to the proposed plan design.
- ☐ Pursuant to Title 4 GCA § 4302(g), health insurance carriers contracted with the Government must provide specific claim level detail to the Government. Exhibit F is provided as a monthly claims summary by coverage. Claims data presented as Exhibit F in the RFP are enough for carriers to submit a proposal.

For Insured and Reinsurance Proposals:

- ☐ All reinsurers that assume accident and health risks ceded by the offeror must be licensed to transact reinsurance business in Guam. A copy of the current certificate of authority of the insurer and the reinsurer and a summary of each reinsurance treaty (is) must be submitted together with the proposal.
- ☐ The offeror must submit a copy of the reinsurance agreement or reinsurance treaty that transfers the risks for accident and health insurance. The submitted reinsurance agreement or reinsurance treaty must be duly authenticated by the reinsurer as the entire agreement between the offeror and the reinsurance company.

For Administration and Reinsurance Proposals:

- ☐ All offerors must be licensed to transact reinsurance business in Guam. A copy of the current certificate of authority of the administrator and the reinsurer must be submitted together with the proposal.

For all Proposers:

- ☐ Adherence to the Administrative Procedures and the Marketing Guidelines is required.
- ☐ Offerors must read and review the Marketing Guidelines (Exhibit O) and sign and submit the Marketing Guidelines along with their proposal.
- ☐ Offerors must read and review the Reporting Guidelines (Exhibit Q) and sign and submit the Reporting Guidelines along with their proposal.
- ☐ Offerors must read and review the Wellness & Fitness Benefit (Exhibit Y). A signed copy must be submitted along with their proposal.
- ☐ Offerors must read and review the Affirmation that Plan Designs are consistent in all Material Respects (Exhibit X). A signed copy must be submitted along with their proposal.
- ☐ Premium, Enrollment and Claim information is included in the RFP as Exhibit D through Exhibit F.
- ☐ This solicitation does not commit the Government of Guam to enter into negotiations, award a contract, to award an exclusive contract, to award non-exclusive contracts, to pay costs incurred, or contract for any services.
- ☐ The Government of Guam will conduct the health insurance program in compliance with all Federal and local statutes.

- ❑ Prospective offerors are required to register as an interested party by completing the "Acknowledgement of Receipt of RFP" and submitting the Acknowledgement of Receipt as soon as possible.
- ❑ Questions regarding this RFP must be submitted in writing and received by the Director of the Department of Administration as instructed in the RFP. **Prospective offerors are encouraged to submit their questions as soon as it has been formulated.**
- ❑ **Proposal due dates:**

All hard copies of proposals, including a printed copy of the excel file, must be received by the Director of the Department of Administration no later than **1:00 p.m., June 1, 2017, Chamorro standard time**. Hard copies of the entire proposal (including hard copies of the Questionnaire and Pricing portions) must be received by this due date and will be the determining factor for the purpose of timely submission. Hard copy of proposals received after this time and date will not be accepted.

RFP packages are available online at the Department of Administration's website at www.hr.doa.guam.gov.



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DEPARTMENT OF ADMINISTRATION
Procurement No.: DOA/HRD-RFP-GHI-18-002
FY 2018 GROUP HEALTH INSURANCE PROGRAM
REQUEST FOR PROPOSAL
(RFP)

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I. GENERAL INFORMATION

A. Purpose and background

Pursuant to Title 4, Chapter 4 of the Guam Code Annotated, Section 4301, the Governor of Guam is authorized to enter into contracts and reject proposals with one or more insurance companies for group insurance including but not limited to hospitalization, medical care, life and accident. In connection with such group benefits, the Government of Guam (Government) is accepting proposals from interested and qualified health insurance companies (including health maintenance organizations), and/or Third Party Administrators coupled with Reinsurance, licensed under applicable Guam laws, to provide health insurance coverage for eligible Government of Guam active employees, retired employees, survivors of retired employees and their covered dependents. This RFP is also issued to contract with health insurance carrier(s) to cover foster children under the legal custody of the Child Protective Services Division of the Department of Public Health and Social Services.. All health insurance companies and/or Third Party Administrators coupled with Reinsurance must be licensed and comply with all regulatory requirements as promulgated by the Guam Insurance Commissioner, pursuant to the Insurance Statute of Guam and other applicable laws.

The intent, pursuant to Title 4 GCA §4302(c), is to present to the Governor of Guam one exclusive negotiated proposed contract for consideration, and up to three non-exclusive negotiated proposed contracts for consideration, for the requested services. The governor will then choose to enter into one exclusive contract, or enter into up to three non-exclusive contracts for the requested services. The employees and retirees of the Government of Guam will be offered either the exclusive contract or the non-exclusive contracts based upon the selection by the Governor. Note the government of Guam, as subscriber of insurance coverage for qualified foster children, may subscribe with one insurance carrier.

All qualified proposals, consisting of one exclusive proposal and one non-exclusive proposal, will be reviewed, evaluated and scored separately by the Negotiating Team. The Negotiating Team is established pursuant to Title 4 GCA §4302. The top three ranked exclusive proposals and the top three ranked non-exclusive proposals will be chosen, and those offerors will enter into negotiations with the Negotiating Team.

At the conclusion of negotiations, the Negotiating Team will use established criteria stated in the RFP and rank the three exclusive negotiated agreements. The top ranked exclusive negotiated agreement and up to three non-exclusive negotiated agreements will be presented to the Governor. The Governor will choose to execute either the one exclusive agreement, or up to three non-exclusive agreements. The executed contract or contracts will be offered to the employees and retirees of the Government of Guam.

We are looking for a one-year rate quote.

Currently, the Government has three (3) health insurance carriers: NetCare, Selectcare and TakeCare. Each carrier offers two (2) plans to active employees, retirees, survivors and their dependents: HSA 2000 and PPO 1500 deductible plans. Each carrier also offers a Retiree Supplemental Plan to eligible retirees. All three (3) are preferred provider organizations. Carriers must refer to the required plan designs and options for the description of FY2018 desired plan designs. Enrollment into these plans are voluntary. **PLEASE NOTE! The required plan designs for FY2018 have changed from the FY 2017 plans.**

There are approximately 160 foster children currently enrolled in the Foster Plan. Please refer to enrollment census data for those enrolled in the insurance plan.

The Group Health Insurance Rules and Regulations promulgated by the Department of Administration in April 1986, and the Rules of Procedure for the Negotiating Team promulgated in November 2013 are attached as Exhibit U.

B. General authority for procurement

The Negotiating Team is issuing this Request for Proposal (RFP) subject to the competitive selection procedures for professional services found in the Guam Procurement Law (Title 5 GCA § 5001, *et seq.*) and its regulations (Title 2 GAR Div. 4 § 1101, *et seq.*) Specifically, the procedure for this RFP is found at Title 2 GAR Div. 4, § 3114 and its subsections. Section 3114 is quoted in its entirety in Exhibit M. There may be additional provisions of the Guam Procurement Regulations found at Title 2 GAR, Div. 4. §§1104 -12601 applicable to the procurement that are not duplicated in Exhibit M. Furthermore, Title 4 GCA §§ 4301 and 4302 require the acquisition of group health insurance for government employees, retirees and survivors by virtue of a Request for Proposal.

The Guam Code Annotated (GCA) and the Guam Administrative Rules and Regulations (GARR) are available from the web site of Guam's Compiler of Laws found at <http://www.guamcourts.org/CompilerofLaws/index.html>.

Nothing in this RFP or any process carried out pursuant to this RFP is meant to confer a right to any offeror to be awarded a contract or a right to enter into a contract with the Government.

C. All parties to act in good faith

The Guam Procurement Law and the Guam Procurement Regulations require that all parties involved in the preparation of proposals; the preparation of the RFP; the evaluation and negotiation of proposals; and the performance or administration of contracts to act in good faith.

D. Liability for costs to prepare proposal

The Government is not liable for any costs incurred by any offeror in connection with the preparation of its proposal. By submitting a proposal, the offeror expressly waives any right it may have against the Government for any expenses incurred in connection with the preparation of its proposal.

E. Applicability of Guam Procurement Law and Guam Group Benefits Law

If any part of this RFP is contrary to the Guam Procurement Law (Title 5 GCA §§ 5001-5908), Guam Procurement Regulations (Title 2 GAR Div. 4 § 1101. - 12601), or Guam Group Benefits Law (Title 4 GCA §§ 4301 – 4308) or contains ambiguous terms, then such portion of the RFP shall be interpreted or resolved in favor of or according to the provisions of these laws and regulations.

F. Licensing and other statutory requirements

All offerors must comply with Guam laws and procurement regulations and should provide a copy of a current Certificate of Authority issued by the Insurance Commissioner of Guam at the time of proposal submission. In the event any risks for accident and health is reinsured or transferred by the offeror to a reinsurance company, the reinsurer that assumes the risk must also have a current Certificate of Authority to transact reinsurance business on Guam. Any offeror that fails to submit the required copy of Certificate(s) of Authority and insurance license will not be permitted to enter into negotiations with the Negotiating Team. The requirements of having a Certificate of Authority by an insurance company and insurance licenses shall be continuous and shall be maintained during the period the carrier maintains an insurance service contract with the Government.

Pursuant to 22 GCA §18308.1 (form approval) and §18501.1 (rate approval), insurance health carriers are to file the proposed forms and rates for the GovGuam health insurance through System for Electronic Rate and Form Filing ("SERFF"). Every health insurance policy form/contract filed with the Commissioner for approval shall be accompanied by a filing fee of Twenty Dollars (\$20.00). A filing fee of Two Hundred Dollars (\$200.00) shall be paid for every rate or request filed for the Commissioner's approval. Carriers would need to timely submit the proposed policy and proposed rate in order to meet the statutory time-line noting the proposed rate is subject to the Governor's approval.

G. Registration as interested party or offeror and fee for RFP

The RFP is available on-line at the Department's web site without charge at www.hr.doa.guam.gov.

All parties who receive an RFP and who are possibly interested in submitting a proposal must register as an interested party by filling out the "Acknowledgment of Receipt of RFP" form and delivering it as instructed within the time permitted. Only registered companies are assured of receiving any amendments to the RFP and responses to inquiries.

H. Restrictions against sex offenders

If a contract is awarded, then the offeror must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Title 9 GCA Chapter 25 or of an offense defined in Title 9 GCA Chapter 28 Article 2, or who has been convicted in any

other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offense Registry, shall provide services on behalf of the offeror while on Government property, with the exception of public highways.

If any employee of an offeror is providing services on Government property and is convicted subsequent to an award of a contract, then the offeror warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on Government property.

If the offeror is found to be in violation of any of the provisions of this section, then the Government will give notice to the offeror to take corrective action. The offeror shall take corrective action within twenty-four hours of such notice, and the offeror shall notify the Government when action has been taken. If the offeror fails to take corrective steps within twenty-four hours of notice, then the Government in its sole discretion may suspend temporarily the contract until corrective action has been taken.

I. Duration of contract

The duration of any contract resulting from this RFP shall be for one year from October 1, 2017 through September 30, 2018.

J. Confidentiality and proprietary information

Pursuant to the procurement law, after an award of a services contract, the contract and proposal become public record. Proposals that are not awarded a contract remain private and the Government may not disclose them to the public. The full procurement record also becomes public record, including the proposals of awarded offerors except for those portions designated as confidential. **Offerors must identify in their cover letter what items they deem proprietary and request that those items be maintained in confidence in addition to marking those specific items in their proposal.** See Title 2 GAR, Div. 4 §3114(h)(2), found at Exhibit M of this RFP (page 65).

Prospective offerors are advised that rate information contained in the best and final offer will be communicated to the Governor and the Legislature.

K. Time is of the essence

The Government intends for the services requested by the RFP to go into effect on October 1, 2017. An offeror awarded a contract must file the health insurance policy with the Insurance Commissioner of Guam at least forty-five (45) days prior to the policy's effective date of October 1, 2017 and pay the applicable fees. No health insurance policy or endorsement shall become effective unless filed with the Insurance Commissioner for approval at least forty-five (45) days prior to its effective date. According to Title 22 GCA § 18311, failure to follow this time frame is a crime. Section 18311 provides:

Any person violating any of the provisions of this article shall be guilty of a misdemeanor, and shall, upon conviction be subject to a fine of not more than one thousand dollars (\$1,000.00) if the person convicted is not a natural person, or if the person convicted is a natural person, a fine of not more than five hundred dollars (\$500.00) or imprisonment of not more than six (6) months, or both such fine and imprisonment.

Furthermore, the insurance laws prohibit advertisement of any rates unless the rates are filed with the Insurance Commissioner at least forty-five (45) days prior to the effective date of the rates or the advertisement of the rates, whichever comes first. Persons violating this provision are subject to a civil fine of up to \$5,000.00 pursuant to Title 22 GCA § 18504.

Therefore, time is of the essence, and all registered interested parties and potential offerors are asked to keep the applicable laws in mind, and to act accordingly.

L. Authority of Negotiating Team's Consultant

The Negotiating Team has contracted with a private consultant, Aon, to assist the Negotiating Team with this procurement. All proposals will be reviewed by the Negotiating Team and its consultant. The consultant is authorized to communicate with any offeror or registered party and to request and obtain information.

M. Type of contract

The contract to be awarded is a Fixed Price contract.

N. Other Information

- a. This solicitation may be cancelled as provided for in the Guam procurement law and regulations.
- b. Any proposal may be rejected in whole or in part when in the best interest of the Territory of Guam as provided for in Guam procurement law and regulations

O. Minimum Wages as Determined by U.S. Department of Labor

The offeror awarded a contract under this solicitation agrees to comply with Title 5, Sections 5801 and 5802. In the event that the offeror employs persons whose purpose, in whole or in part, is the direct delivery of service contracted by the Government, then the offeror awarded a contract under this solicitation shall pay such employees, at a minimum, in accordance with the U.S. Department of Labor Wage Determination for Guam and the Northern Marianas Islands in effect on the date of a contract. In the event that the contract is renewed by the Government, the offeror awarded a contract under this solicitation shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands promulgated on a date most recent to the renewal date.

The offeror awarded a contract under this solicitation agrees to provide employees whose purpose, in whole or in part, is the direct delivery of service contracted by the Government those mandated health and similar benefits having a minimal value as detailed in the U.S. Department of Labor Wage Determination for Guam and the Northern Marianas Islands, and guarantee such employees a minimum of ten (10) paid holidays per annum per employee.

The current U.S. Department of Labor Wage Determination for Guam and the Northern Marianas Islands is attached hereto at Exhibit L, Form E.

P. Patient Protection and Affordable Care Act Benefits To Continue

It is the intent of this RFP, and the contract to result from it, to enter into an agreement that provides for all of the benefits, rights and responsibilities afforded as a result of the Patient Protection and Affordable Care Act (Public Law 111-148), and the regulations promulgated under the authority of the Act.

Q. Experience Participation Ratio

Consistent with Guam law, for purposes of any contract entered into as a result of this RFP, Target Experience means the amount calculated by multiplying (1) the total premiums earned by the Health Insurance Provider for the full twelve (12) month Plan Year ending the last day of the fiscal year under the Participating Policies issued to the government of Guam with respect to such Plan Year, by (2) a percentage not lower than eighty-six percent (86%); Actual Experience means an amount calculated by subtracting from the Target Experience all claims incurred during such Plan Year by the Health Insurance Provider under all the Participating Policies; and Experience Refund means a positive Actual Experience. See Title 4 GCA §4302.3(g).

II. PROPOSAL CONTENTS, REQUIREMENTS AND INSTRUCTIONS

A. Proposal contents and requirements

INSTRUCTIONS CONSISTENT WITH P.L. 31-197.

A qualified proposal shall consist of two independent proposals: an exclusive proposal and a non-exclusive proposal. To be qualified, pursuant to Title 4 GCA §4302(c), an offeror shall submit a proposal made up of two parts; first, an exclusive proposal, and second, a non-exclusive proposal, and meet the minimum requirements specified in the RFP (see Exhibit A for list).

An exclusive proposal means a proposal based upon the assumption that the Government will contract with only one health insurance provider that is selected by the Negotiating Team from up to three different Health Insurance Carriers that all negotiate best

and final offers with the Negotiating Team.

A **non-exclusive proposal** means a proposal based upon the assumption that the Government will contract with three health insurance carriers, that negotiate best and final offers with the Negotiating Team. If only two Health Insurance Carriers submit qualified proposals the *Non-exclusive proposal shall* mean a proposal based upon the assumption that the Government will contract with two Health Insurance Carriers that negotiate best and final offers with the Negotiating Team.

In this RFP, if the context so requires, any reference to 'proposal' is a reference to both the exclusive proposal and the non-exclusive proposal.

All proposals must be in writing and contain the following information in the order listed below:

1. Cover letter. Include the name of the offeror, the location of the offeror's principal place of business and type of business. The offeror shall designate a contact person and include his or her address and contact numbers, including e-mail address, if different from the offeror's. The designated person must be able to answer any questions asked by the Negotiating Team and its consultant regarding the offeror's proposal and must be able to negotiate the fee and other contract terms. Obligations committed by such signatures must be fulfilled.
2. Acknowledgment of receipt of amendments. If the Negotiating Team issues any amendments to the RFP, the offeror must acknowledge receipt of each individual amendment in its cover letter.
3. Acknowledgement of responses: If the Negotiating Team issues any responses to questions received about the RFP, the offeror must acknowledge receipt of each individual response in its cover memo.
4. Description of company. The offeror must provide a brief description of its company, its capabilities and other information which illustrates to the Negotiating Team the level of expertise with which the company can provide the services requested.
5. Authorized signature. All proposals and Exhibit X must be signed with the firm name and by an authorized officer, representative, agent, or employee of the offeror. Proof of authority may be requested by the Negotiating Team.
6. Administrative and Marketing Guidelines. All offerors are required to review and sign the Administrative and Marketing Guidelines and submit such with their proposal.
7. Wellness and Fitness Benefit. All offerors are required to review and sign the Wellness and Fitness Benefit Requirements (Exhibit Y) and submit such with their proposal
8. Consistency with 2 GAR Div. 4, § 3114(f)(2). The Guam Procurement Regulations at Title 2 GAR Div. 4, § 3114(f)(2) describes the minimum factors the Negotiating Team must evaluate in proposals. Those minimum factors are:
 - (A) the plan for performing the required services to include timelines to conduct the services, and explaining how the services will be performed;
 - (B) ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services;
 - (C) the personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting and during the term of any resulting contract; and
 - (D) number of year's offeror's business has been in existence and a record of past performance of similar work to include a listing of other contracts under which services similar in scope, size or discipline to this RFP have been undertaken with contact names, addresses, and telephone numbers.

All offerors must substantiate their ability to provide the insurance services requested in this RFP consistent with the

minimum factors described in § 3114(f)(2). Please see Exhibit M for a copy of § 3114.

9. **Financially Stable.** The offeror must demonstrate that it is financially capable to perform the scope of services under the RFP. Please note that the government only requires 1 original and 2 copies of the audited financial and NAIC statements. Please refer to Section II, item B.5, Form and Number of Proposal for distribution instructions. At a minimum, a proposal must contain satisfactory responses to the following:
 - a. Each offeror must provide the most recent audited financial statements for the healthcare insurance business only for the underwriting insurance company.
 - b. Each offeror must provide the most recent Annual Statement and Risk-Based Capital Report that has been filed with the National Association of Insurance Commissioners.
 - c. The insurance company or third party administrator must also provide proof that it has errors and omissions insurance that will suitably protect the Government, or proof in the form of a written statement indicating that it is willing to obtain the errors and omissions insurance.
 - d. If some part or all of the funds of the plan are to be held by an administrator, the administrator must also provide its most recent audited financial statements and proof that it has errors and omissions insurance, or proof in the form of a written statement indicating that it is willing to obtain the errors and omissions insurance.
 - e. Each offeror must also indicate the amount of any payment obligations for eligible services rendered by the Guam Memorial Hospital, other hospitals, physicians, and other health service providers which are outstanding. The information for each must be separate.
 - f. Each offeror must indicate the amount of any potential payment obligations which are unpaid pending utilization review.
 - g. If the offeror contracts with a third party for utilization review services, the offeror must indicate the cost of such service.
10. **Submission of Guam business license.** All offerors, to include reinsurers and underwriters, must submit a copy of a current Guam business license. If a current license or licenses have not been obtained yet, then they must be obtained and copies submitted prior to conclusion of negotiations, and the cover letter must explain that the offeror does not have a current Guam business license or licenses. If a copy of the required business licenses is not submitted by the time and date that all the terms and conditions of a contract are agreed to between the parties, then negotiations shall terminate and the offeror will be disqualified on the basis of being non-responsible.
11. **Submission of cost proposal.** All offerors must submit a cost proposal with their exclusive proposal and a cost proposal with their non-exclusive proposal. Please see Exhibit P. All offerors are required to submit fully insured medical and dental premiums and rates at a minimum. This information will be used along with current enrollment information to assist the Negotiating Team and its consultant in analyzing the cost portion of the proposal. The cost experience data must include the amounts spent in each of the categories specified in Section 500.3, paragraphs a through i of the group health insurance rules attached as Exhibit U. To assist with the offeror's preparation of its proposal, the Negotiating Team has provided certain information attached to this RFP and designated as Exhibits D, E, F, G, H, I, J, K and P.
12. **Proposed plan design.** Copies of the Negotiating Team's desired plan designs and alternatives are included with this RFP. Offerors must specify in their proposal any component to which they cannot comply and any changes they desire to the proposed plan design. **Offerors must execute Exhibit X and submit it with their proposal.**
13. **Responses to all questions in Exhibit B, Parts 1 & 2 and Exhibit P.** All offerors must answer questions found in Exhibit B, Parts 1 & 2 and Exhibit P and attach the responses to both their exclusive and non-exclusive proposals. These answers need to be submitted on the enclosed excel format provided in the RFP package, as well as in PDF

format, within the formal response.

14. Submission of disclosure forms. The Guam Procurement Law requires each offeror to make a number of disclosures. Some of the disclosures are required for an offeror to qualify to submit a bid or a proposal. An explanation of each disclosure follows. For the ease of making these required disclosures, the Negotiating Team is providing sample disclosure forms. There are six (6) disclosure forms labeled Forms A through F, and they are found in Exhibit L. They must be completed and included with the offeror's proposal. Note that a qualified proposal requires submission of only one set of disclosure forms from an offeror. Failure to complete and submit the forms may disqualify the offeror's proposal as being non-responsive.

- a. **Affidavit Disclosing Ownership and Commissions (Form A).** As a condition of bidding and doing business with the Government, an offeror must disclose in the form of an affidavit the names of all persons owning more than ten percent of the outstanding interest of the offeror's business during the twelve-month period immediately preceding the date the proposals are due, including the percentage owned by each such person or entity. The affidavit must be made between the date of issuance of this RFP and the date that proposals are due, so long as the ownership listing mentioned in the affidavit is for the 365-day period preceding the date the offeror submits the proposal.

The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, percentage, brokerage or other compensation or contingent arrangement for procuring a contract with the Government or for assisting the offeror in obtaining business related to this RFP, and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are prohibited by Guam law, except that this prohibition does not apply to fees payable by the offeror upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business.

- b. **Affidavit re Non-Collusion (Form B).** The offeror must represent that the offer is genuine and not a sham and that the offeror is not in collusion with others, that the offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other person to put in a sham proposal, to fix the cost of the contract, to secure any advantage against the Government or any person interested in the contract.
- c. **Affidavit re No Gratuities or Kickbacks (Form C).** The offeror must represent that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any Government employee or former Government employee, or for any Government employee or former Government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a contract or order.
- d. **Affidavit re Ethical Standards (Form D).** The offeror must represent that it has not knowingly influenced, and promises that it will not knowingly influence, a Government employee to breach any of the ethical standards set out in Guam's procurement code or regulations pertaining to ethics in public contracting.
- e. **Affidavit re Contingent Fees (Form E).** The offeror must represent as a part of its proposal that such offeror has not retained any person or agency to solicit or secure a Government of Guam contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee or arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

- f. Declaration for Compliance with US DOL Wage Determination (Form F). Offerors are required to declare in non-affidavit form that they are in compliance with 5 GCA § 5801 and § 5802 regarding wage determination, and the current applicable US DOL Wage Determination must be attached to the declaration.
15. Submission of Contract and Certificate of Insurance Changes and Additions. A proposed contract and a proposed certificate of insurance are included in the RFP at Exhibit Z and Exhibit AA. **PLEASE NOTE: Each offeror is required to submit with its proposal any changes it desires to the proposed contract and to the proposed certificate of insurance. Without notice of requested changes from an offeror, the Negotiating Team will assume and rely upon the proposed contract and the proposed certificate of insurance as the basis of any agreement reached during negotiations.**
16. Submission of Exhibit X – Carriers must sign and submit the affirmation that proposals are consistent in all material aspects. Furthermore, carriers acknowledge the “All or none proposals” clause and except in the event the Government subscribes with one insurance carrier for insurance coverage of qualified foster children the Government will not award on an itemized basis.
17. Affidavit certifying plans are credible coverage- Carriers must submit a notarized affidavit certifying that the PPO1500 and HSA2000 plans are “credible coverage” plans.

B. Proposal instructions

1. Inquiries. All questions regarding this RFP must be submitted in writing and received by the Director of Administration on or before 1:00 p.m., **Wednesday, May 24, 2017, Chamorro Standard time.** Only potential offerors who have obtained an RFP and registered may submit written questions. The Negotiating Team will not respond to inquiries received after the inquiry deadline. Oral statements made by the Negotiating Team, its members or its consultant are not binding. The Negotiating Team will respond in writing and send the response via electronic mail. Potential offerors are encouraged to submit their questions as soon as it is formulated. Delivery of inquiries to the Negotiating Team must be emailed to all individuals as follows:

christine.baleto@doa.guam.gov, suzanne.kohlmann@aon.com and cc: to both leonora.candaso@doa.guam.gov and adrian.peregrino@doa.guam.gov.

If an inquiry requires an interpretation of the RFP, then the Negotiating Team shall prepare a response in the form of an amendment to the RFP. All registered interested parties shall be provided the amendment. For responses which merely guide the inquirer, the Negotiating Team has the discretion to provide the response to only the inquirer, or to all registered interested parties, depending on the content of the inquiry and response.

2. Sufficiency of proposals. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive visual or other presentations are neither necessary nor desired. The Negotiating Team will look instead for the quality of the information provided. The onus will be on the offeror to convince the Negotiating Team of the offeror's capability to perform services through the documentation enumerated above in this paragraph. As each offeror will have its own unique operation, its financial ability will be assessed individually based on its audited financial statements, convention form, A. M. Best report, and reinsurance treaties, as may be applicable. Factors that will be taken into consideration include, but are not limited to, the following:
- a. Any qualified audit opinion.
 - b. The ratio of current assets to current liabilities.
 - c. Adequacy of reserves
 - d. Ability to generate underwriting gains
 - e. History of overall profits or losses
 - f. A. M. Best ratings
 - g. Reinsurance

- h. Experience in health insurance or HMO underwriting
- i. Experience in Third Party Administration
- j. Risk-based capital report

3. Multiple representations of an insuring company. For the purposes of negotiating the costs and contractual terms, the insurance company shall designate a company representative who shall have full authority to make plan design and rating decision at the negotiation table on behalf of the company.
4. Late proposals. No proposal will be accepted after the deadline for submitting proposals. If a proposal is delivered to the Government of Guam after the deadline for submission, it will be time-stamped and dated by the Government. However, late proposals are considered non-responsive and will not be considered by the Negotiating Team.
5. Form and number of proposals. Each offeror shall prepare one (1) original and eight (8) numbered hard copies of its proposal. The original and seven (7) copies of the proposal should be sent to the Government and one (1) copy to be sent to the consultant. The original and 8 copies must be labeled as original and copies.

In addition, each offeror should prepare only one (1) original and two (2) copies of its audited financial statements. The original and one (1) copy of the audited financial statements should be sent to the Director of the Department of Administration. The remaining one copy of the audited financial statements should be sent to the consultant as instructed below. The original audited statement must be included in the original proposal.

Handwritten proposals are not acceptable. Each proposal must be organized, fully assembled and complete.

6. Where and how to submit proposals. Proposal packages must be sealed and mailed or delivered to the following names and addresses. The Government is not responsible for any delivery costs or postage due. Proposals will not be accepted via facsimile or electronic mail (email) as these two mediums do not allow for the proposal to be sealed or submitted in an original form with multiple copies as required by law. Proposals should be marked "confidential."

The original and seven (7) copies of the proposal, along with the original and one (1) copy of the audited financial statement, shall be sent to:

If mailed, to: Director, Department of Administration
 P.O. Box 884
 Hagatna, Guam 96932

If delivered, to: Department of Administration, Director's Office
 590 S. Marine Corps Drive
 Suite 224
 International Trade Center (ITC) Building
 Tamuning, Guam 96913

The remaining one (1) hard copy of the proposal, along with one copy of the audited financial statement, shall be sent to Aon at the address below by initiating express delivery such as Federal Express to Aon no later than **June 1, 2017**:

Aon
Attn: Suzanne Kohlmann
1900 16th Street
Suite 1000
Denver, CO 80202

7. Due date and time for proposals. All hard copies of proposals, including a printed copy of the excel file, must be received by the Director of the Department of Administration no later than **1:00 p.m., June 1, 2017, Chamorro Standard Time**. Hard copies of the entire proposal (including hard copies of the Questionnaire and Pricing portions)

must be received by this due date and will be the determining factor for the purpose of timely submission. Hard copy of proposals received after this time and date will not be accepted.

Please note that Guam is one day ahead of the continental United States. The offeror is responsible for submitting the proposals in a timely manner regardless of choice of delivery method. The offeror's transfer of its proposal to the U.S. Post Office or to a delivery company does not constitute receipt by the Government.

III. GENERAL PROCEDURES

A. Receipt and registration of proposals

Proposals and modifications to proposals will be time-stamped upon receipt and held in a secure place until the established due date. The Government will keep a Register of Proposals Received identifying the proposals, the names of the offerors, and the number of modifications received, if any, by each offeror. The Register is not open for public inspection until after award of a contract. Proposals of offerors not awarded contracts do not become public records.

B. Opening of proposals

After the deadline for submission of proposals and as soon as practical, the proposals will be unsealed by at least two authorized Government representatives who shall be procurement administrators for purposes of this RFP as assigned by the Director of Administration. They shall at all times conduct the administration of this procurement together in the presence of each other. Proposals will not be opened publicly, nor disclosed to unauthorized persons.

C. Proposal evaluation and negotiation procedure

See Exhibit W, a flow chart for the evaluation and negotiation procedure set out in this RFP.

1. **Phase I.** Phase I is the initial screening of all proposals to determine whether the minimum requirements specified in the RFP were met, including submission of qualified proposals as required by Title 4 GCA §§ 4302(c) and 4301.1(e), (f), and (g), submission of all disclosure forms, and whether the proposals were signed as required. The lack of any of the disclosure forms or other information required to be submitted may be cause for a finding of non-responsiveness. Proposals will then be re-sealed and held in safe-keeping by one of the administrators until time for evaluation. If any proposal is determined to be non-responsive by the Negotiating Team, such offeror shall be notified in writing about the determination.

The Negotiating Team shall request of an offeror any documents or information for any proposals received and deemed to be non-responsive or not qualified that will cause said proposals to be responsive and qualified. A proposal shall only be disqualified or rejected if any offeror fails to submit the requested information to the Negotiating Team within three (3) business days after request.

At any time during Phase I, an offeror may be requested by the Negotiating Team or its consultant to provide clarification, documentation, data, or any other additional information to supplement its proposal. Failure to provide such additional information upon request and by the specified deadline may result in a determination that the offeror is non-responsive or non-responsible, whichever is applicable.

2. **Phase II.** Phase II consists of the evaluation of the information provided by the offerors pursuant to Section II of this RFP by the Negotiating Team and the ranking of the offerors based on the evaluation results. A relative weight is assigned to the minimum factors which will be rated on a scale from zero (0) to five (5), with zero (0) for no response and five (5) being the highest possible score. The relative total points is derived by multiplying the relative weight by the points assigned by the Negotiating Team ($A \times B = C$). This process will be implemented until all questions and quotes are rated. The cumulative relative weighted points are derived by adding all relative total points assigned by the Team (summation of C). The total cumulative relative weighted points are then multiplied by the factors assigned to each of the three parts, i.e. 40% for Part 1, 30% for Part 2, and 30% for Costs.

For purposes of evaluations, exclusive proposals will be evaluated and ranked together. Non-exclusive proposals will be evaluated and ranked together.

The offerors will be ranked in accordance with the number of total points. The three highest ranked offerors will be invited to enter into negotiations with the Negotiating Team. After the benefit of reviewing all offers, ranking all offers and determining through the evaluation process the top three highest ranked offerors, the Team will determine the order of negotiations in Phase III. The Negotiating Team will negotiate with offerors in accordance with the decision made about the order of negotiations. Offerors shall be available for negotiations commencing in the month of June or July 2017. Otherwise, the evaluations, the assignment of points, and the ranking of offerors and their proposals is for the Negotiating Team's informational purposes only.

During the evaluations, the Negotiating Team and the Consultant may conduct discussions with any offeror, either in person or telephonically. Discussions are discretionary to the Negotiating Team and the Consultant. The purposes of such discussions shall be (a) to determine in greater detail the offeror's qualifications; or (b) to explore with the offeror the scope and nature of the required services, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.

Discussions shall not disclose any information derived from proposals submitted by other offerors. If requested by the Negotiating Team or its Consultant the issues clarified during discussion should be put into writing by the offeror and submitted to the Negotiating Team within three business days of conclusion of discussions, and may be submitted electronically or via facsimile. The Negotiating Team will provide further instructions as may be necessary.

If the qualified offeror marked any portion or portions of its proposal as being confidential because the information is proprietary information, then those portions shall be reviewed by the Negotiating Team to determine whether they contain confidential or proprietary material. If the Negotiating Team agrees, then the parties shall move on to Phase III. If the Negotiating Team does not agree, then the Negotiating Team must issue a written determination regarding the matter explaining why. If the offeror is dissatisfied with the written determination, then it may withdraw its proposal or submit a protest according to the procedures set out in the Guam Procurement Law.

Upon resolution of confidentiality issues, if any, the Negotiating Team shall notify each registered offeror of the evaluation results to the extent permissible by law via facsimile or email. The Negotiating Team will provide further instructions as may be necessary.

3. Phase III. Phase III is the negotiation process. The Negotiating Team is not bound to seek parity in plan design or rates in negotiations for an exclusive contract. See Rule 200.2, Rule 200.3 and Rule 200.4 of the Group Health Insurance Rules and Regulation, April 1986, found at Exhibit U. The Negotiating Team will seek parity in plan design and parity in rates ratios in negotiations for a non-exclusive contract. Offerors selected to negotiate a non-exclusive contract with the Negotiating Team will be advised of the parity decisions of the Negotiating Team prior to commencement of negotiations for a non-exclusive contract.

The ranked and qualified exclusive offeror chosen as first to negotiate an exclusive contract will be invited to negotiate and discuss benefit plan designs and rates with the Negotiating Team, with the intention of reaching an agreement with the Negotiating Team. If an agreement that is fair and reasonable as to rates, other contract terms and contract documents can be reached, this best and final offer of an exclusive contract will be set aside for later evaluation and ranking by the Negotiating Team.

The ranked and qualified exclusive offeror chosen as second to negotiate an exclusive contract will be invited to negotiate and discuss benefit plan designs and rates with the Negotiating Team, with the intention of reaching an exclusive agreement with the Government. If an agreement that is fair and reasonable as to rates, other contract terms and contract documents can be reached, this best and final offer of an exclusive contract will be set aside for later evaluation and ranking by the Negotiating Team.

The ranked and qualified exclusive offeror chosen as third to negotiate an exclusive contract will be invited to negotiate and discuss benefit plan designs and rates with the Negotiating Team, with the intention of reaching an exclusive agreement with the Government. If an agreement that is fair and reasonable as to rates, other contract terms and contract documents can be reached, this best and final offer of an exclusive contract will be set aside for later evaluation and ranking by the Negotiating Team.

The ranked and qualified non-exclusive offeror chosen as first to negotiate a non-exclusive contract will be invited to negotiate and discuss benefit plan designs and rates with the Negotiating Team, with the intention of reaching a non-exclusive agreement. If an agreement that is fair and reasonable as to rates, other contract terms and contract documents can be reached, this best and final offer of a non-exclusive contract will be set aside for later presentation to the Governor as one of up to three non-exclusive plan options.

The ranked and qualified non-exclusive offeror chosen as second to negotiate a non-exclusive contract will be invited to negotiate and discuss benefit plan designs and rates with the Negotiating Team, with the intention of reaching a non-exclusive agreement. If an agreement that is fair and reasonable as to rates, other contract terms and contract documents can be reached, this best and final offer of a non-exclusive contract will be set aside for later presentation to the Governor as one of up to three non-exclusive plan options.

The ranked and qualified non-exclusive offeror chosen as third to negotiate a non-exclusive contract will be invited to negotiate and discuss benefit plan designs and rates with the Negotiating Team, with the intention of reaching a non-exclusive agreement. If an agreement that is fair and reasonable as to rates, other contract terms and contract documents can be reached, this best and final offer of a non-exclusive contract will be set aside for later presentation to the Governor as one of up to three non-exclusive plan options.

4. Phase IV. Phase IV is the evaluation, ranking and choice of the best and final offer of an exclusive contract for later presentation to the Governor. The Negotiating Team, using those factors set out in this RFP, will evaluate, rank and select the best and final offer of an exclusive contract for presentation to the Governor.
5. Phase V. Phase V is the contract choice stage. The governor of Guam decides to execute either the exclusive contract or decides to sign each of the non-exclusive contracts. Pursuant to Title 4 GCA §4301, this choice is exclusively up to the Governor. By law, the contract must also be reviewed and approved by the Department of Revenue & Taxation, Bureau of Budget and Management Research and the Attorney General before the Governor will provide his final approval by signing the contract. No contract is valid and binding until it is signed by the Governor. All finalists acknowledge that only the Governor may bind the Government to this contract and that the issuance of this Request for Proposal does not commit the Government of Guam to award a contract.

D. Cancellation of RFP or solicitation

The Negotiating Team may cancel this RFP or solicitation, in whole or in part, at any time, or may reject all proposals so long as the-Negotiating Team makes a written determination that doing so is in the best interest of the Government and a contract has not yet been fully signed. In the event of cancellation or rejection of all proposals, proposals that have been unsealed shall remain the property of the Government and not returned to the respective offerors. A proposal that has not been unsealed (such as late proposals) will be returned to the offeror upon request of the offeror.

E. Rejection of individual proposals

The-Negotiating Team shall have the prerogative to reject proposals in whole or in part when doing so is in the best interest of the Government as provided for in the procurement laws.



Christine Baleto, Director
Department of Administration

Date: MAY 19 2017

EXHIBIT A

Group Health Insurance Request For Proposal Phase I Evaluation Form

INITIAL REVIEW

<u>YES</u>	<u>NO</u>	<u>Description</u>
		1) Were all components of the proposal received within the timeframe?
		2) Did offeror register as an interested party by completing the "Acknowledgement of Receipt of RFP" and submitting the Acknowledgement?
		3) Original with 7 copies and printed copy of Excel file delivered to the Dept. of Administration. Original and 1 copy of the audited financial statements.
		4) Items marked as confidential? If Negotiating Team does not agree, Negotiating Team must issue written determination explaining why. Carriers must identify the items deemed as proprietary or trade secret as confidential in their cover memo and in the proposal.
		5) Acknowledgement of Amendments issued, if any.
		6) Acknowledgement of questions and responses issued, if any.
		7) Description of company, capabilities, level of expertise the company can provide.
		8) Cover letter w/authorized signature, name of offeror location, type of business, and designated person with contact information.
		9) Signed Administrative and Marketing Guidelines. Exhibit's N & O
		10) Signed Reporting Guidelines. Exhibit Q
		11) Current Certificate of Authority for insurer
		12) Current Certificate of Authority for reinsurer.
		13) Submitted copy of the reinsurance agreement or reinsurance treaty that transfers the risks for accident and health insurance.
		14) Cost Proposal – including both exclusive and non-exclusive proposals
		15) Proposals for all plan designs – including both exclusive and non-exclusive proposals.
		16) Submitted executed copy of Exhibit X.
		17) Submitted executed copy of Exhibit Y, Wellness Benefit.
		18) Responses to all questions on Exhibit B, Parts 1 and 2 and Exhibit P.
		19) Disclosure Affidavits with original seal: * Disclosing Ownership & Commissions. The affidavit must be made between the date of issuance of this RFP and the date that proposals are due. * Non-Collusion * No Gratuities and Kickbacks * Ethical Standards * Contingent Fees * Declaration for Compliance with US DOL Wage Determination, with current Wage Determination attached. Wage Determination must be attached with this form.

EXHIBIT B - Part 1 (40%)

Group Health Insurance Request For Proposal Phase II Evaluation Form

All offerors must answer questions found in Exhibit B, Parts 1 & 2, and Exhibit P and attach the responses to both their exclusive and non-exclusive proposals. These answers need to be submitted on the Excel format provided in the RFP package, as well as in PDF format, within the formal response.

Rater No.: _____ Date: _____ / / Exclusive Carrier / / Non-Exclusive

POSSIBLE POINTS		RELATIVE WEIGHT	EVALUATOR SCORE	RELATIVE TOTAL	EVALUATOR SCORE	RELATIVE TOTAL	EVALUATOR SCORE	RELATIVE TOTAL
		(A) X	(B) =	(C)	(B) =	(C)	(B) =	(C)
			VENDOR:		VENDOR:		VENDOR:	
0 - 5	1. Detail any additional plan design features (not already included in this request) and their cost differentials which you feel would improve the current plan position with minimal cost increase.	1						
0 - 5	2. Explain in detail the method which you would use to calculate the Government of Guam's rates in the first year and in subsequent years.	1						
0 - 5	3. How is your retention calculated? Please be specific. Include all components and their % of the annual premiums.	1						
0 - 5	4. Provide your methodology for calculating your medical trend factors including handling of plan changes, utilization, and unit costs What other components are considered and used for your calculations? What is your experience trends over the last three years on your book of business and provide your current published and experience trends. Provide trends for on island and off island experience.	1						
0 - 5	5. How will you reimburse participating providers for medical care? At a minimum, your answer should separately address reimbursements to hospitals, physicians, pharmacies, and off-island providers.	1						
0 - 5	6. How will you reimburse "Non-par" providers of medical care? At a minimum, your answer should separately address reimbursements to hospitals, physicians, pharmacies, and off-island providers.	1						
0 - 5	7. What is your average claims payment lag for your medical/PPO book of business? a) On Guam? b) Outside of Guam?	1						
0 - 5	8. Please confirm if there are other charges other than rates, i.e. marketing costs, printing costs, site meetings, etc., assessed to the Government of Guam?	1						

0 - 5	9. Describe how you would assist the Government of Guam in communicating your plan to its employees, retirees, and survivors. Describe how Vendor will assist the Government with the open enrollment process. Describe the materials and services Vendor will supply to initiate and to implement Vendor's program, including level of participation in the Government's open enrollment process. Provide samples of all implementation materials Vendor will supply to include informational packets on how benefits are impacted for individuals who have Medicare. Identify which services will be included in the basic fee and which will involve additional costs. All proposed costs shall be identified in Vendor's Price Schedule.	1						
0 - 5	10. Explain how the Government of Guam would benefit by contracting with your company.	1						
0 - 5	11. Provide a detailed list of all providers by specialty area and facility type on Guam, The Philippines and the Mainland that will be available to the Government of Guam employees and retirees, including centers of excellence and their specialties. (a) State when the last provider directory was published and how often is it updated. (b) Please describe how your benefit plan coverage is communicated to participating providers. (c) Please indicate which providers currently accept Medicare assignment.	1						
0 - 5	12. How do you define usual, customary and reasonable charges? How do you assign usual, customary and reasonable values to different geographic areas? How frequently are your usual, reasonable and customary charges updated? Under what circumstances do you apply usual, customary, and reasonable charges?	1						
0 - 5	13. How are your rates impacted by minimum enrollment threshold? For example, will rates, retention, etc. change with the number of lives in the plan?	1						
0 - 5	14. Disruption Report: A list of the top 50 utilized providers is included as Exhibit T. Please provide a network disruption analysis based on the availability of these providers in the Vendor's network.	1						
0 - 5	15. Provide and define in detail Vendor's performance standards for which Vendor will provide a guarantee subject to financial penalty. Include a description of the reporting format which measures these standards.	1						

0 - 5	16. Disease Management and Wellness Incentive Program – the Government of Guam has a legal requirement to provide a full wellness program which must include: o Preventive Care (PPACA) o Disease Management o A Wellness program – please see Exhibit Y for specific requirements Please provide in detail your proposal for all of these services as well as how each will be administered.	2					
0-5	17. Are you providing any services via telehealth? Do you offer any phone or video visits?	1					
0-5	18. Please indicate cost management programs you have in place or propose to put in place to mitigate cost increases, including but not limited to Accountable Care Organizations (ACO), value based contracting, Care Management programs, pharmacy management.	1					
Cumulative Relative Total		0-95					
Weight of Part 1		40%		X 40%		X 40%	X 40%
Total Weighted Points							

Exhibit B - Part 2 (30%)

Group Health Insurance Request For Proposal Phase II Evaluation Form

All offerors must answer questions found in Exhibit B, Parts 1 and 2, and Exhibit P and attach the responses to both their exclusive and non-exclusive proposals. These answers need to be submitted on the Excel format provided in the RFP package, as well as in PDF format, within the formal response.

Rater No.: _____ Date: _____ / / Exclusive Carrier / / Non-Exclusive

POSSIBLE POINTS		RELATIVE WEIGHT	EVALUATOR SCORE	RELATIVE TOTAL	EVALUATOR SCORE	RELATIVE TOTAL	EVALUATOR SCORE	RELATIVE TOTAL
		(A) X	(B) =	(C)	(B) =	(C)	(B) =	(C)
			VENDOR:		VENDOR:		VENDOR:	
N/A	1. The name of the offeror and the location of the offeror's principal place of business.	N/A						
0 – 5	2. If awarded the contract, will you have a customer service office on Guam?	1						
N/A	3. References of three other employers for whom services similar in scope, size or discipline to the required services have been provided by the offeror. The name, address, contact person, and telephone number(s) should be provided.	NA						
N/A	4. The name of the insurance company or companies, including reinsurers, through which this policy will be underwritten. Provide proof that all such insurance companies underwriting the risks are licensed to do business on Guam pursuant to the Insurance Laws of Guam. If any part of the plan would be reinsured, please provide a copy of the face sheet to the reinsurance agreement.	N/A						
0 – 5	5 The offeror must demonstrate that it has the organizational and technological structure necessary to perform the claim processing and administrative required services. Insurance companies and administrators, if applicable, must submit documentation that there exists an adequate mechanism for maintaining records on enrollees. Demonstrate that there exists an effective program for containing costs for medical services (i.e. Disease Management program administered by the carrier/vendor), hospital confinement, and any other benefits that shall be provided. The Government of Guam requires detailed claim information be remitted to them and their consultants on a monthly basis. Please refer to Exhibit R for a list of data requirements.	1						

N/A	6. The offer must demonstrate its company's experience and expertise in providing the required services.	N/A						
0 – 5	a. Describe claim paying procedures including review of questionable claims and internal fraud controls.	1						
N/A	b. Indicate the location where claims incurred under the proposed contract would be processed.	N/A						
0 – 5	c. Confirm you are able to provide quarterly utilization reporting as outlined in the samples of the required reports per Exhibits Q and R of this RFP.	2						
0 – 5	d. Describe custom reporting capabilities, indicating whether the Government and their consultants will have the ability to create reports using an online tool. In the situation where a special data request cannot be fulfilled using an online data tool, will Vendor generate a special report for the Government – at what cost? And how quickly could the report be available?	1						
0 – 5	e. Provide responses to the following questions about your company's online website/portal: i) Is accessible online 24 hours a day, 7 days a week? ii) Coordinates and authorizes pre-certification for covered persons and providers? iii) Allows covered person access to Patient Health Record? iv) Allows covered person access to individual medical, dental and drug claims? v) Allows providers to verify eligibility? vi) Allows covered person to submit deductible claims and claims eligible for reimbursement? vii) Allows providers to submit claims for payment? viii) Allows employer group enrollment and disenrollment? ix) Allows covered persons and providers to download Schedules of Benefits, Member Handbooks and Provider Network information x) Include changes to your company, cheat sheet, Q & A's, highlights of changes, PowerPoint presentation, information on how to access benefits, etc.?	1						

0 - 5	f. Demonstrate that a mechanism exists for coordinating benefits when a person is insured by more than one health insurance plan for the same condition.	1						
0 - 5	7. The offeror must provide a fully-insured but participating contract rate quote for the current plans and the individually requested benefits in Exhibit G. Pursuant to section Q, please provide the maximum experience participation ratio you are willing to guarantee above the required 86%.	1						
0 - 5	8a. Describe the manner in which you propose to adjudicate and process medical claims costs and services on-island, specifically determining covered services and handling of any claim denials.	1						
0 - 5	8b. Also, the manner in which you proposed to adjudicate and process medical claims costs and services off-island, specifically determining covered services and handling of any claims.	1						
0 - 5	8c. Further, describe your practice for sending enrolled members off-island for treatment not obtainable on Guam.	1						
0-5	9. The offeror must show evidence of the ability of personnel of the principal insurance company and its local agent, if any, to perform the services required. The technical training, education, experience and the qualifications and abilities of personnel proposed to be assigned to perform the services should be included.	1						
N/A	10. Identify the person(s) who will be responsible for the Government's account. Provide a resume or resumes describing that person or persons' qualifications and experience, including the name(s), address(es), telephone number(s), and the position title(s) for such persons.	N/A						
N/A	11. If vendor is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.	N/A						
N/A	12. Provide a detailed organizational chart that includes all personnel to be assigned to this project, work assignments and job descriptions.	N/A						
0 - 5	13. Provide the offeror's most recent financial rating status for the following rating agencies: A.M. Best, Standard & Poor's, Fitch, and Moody's. If the offeror's financial rating has changed within the past 12 months for any of the rating agencies, indicate the new rating and the date received. If the rating has not changed within the past 12 months, please indicate.	1						

0 - 5	14. For how many persons do you provide medical and/or dental coverage other than for the Government of Guam?	1			
Cumulative Relative Total		0 - 75			
<u>Weight of Part 1</u>		30%	x 30%	x 30%	x 30%
Total Weighted Points					

EXHIBIT B - Part 3 – Evaluation of Costs (30%)Group Health Insurance Request For Proposal
Phase II Evaluation Form

All offerors must answer questions found in Exhibit B, Parts 1 and 2, and Exhibit P and attach the responses to both their exclusive and non-exclusive proposals. These answers need to be submitted on the Excel format provided in the RFP package, as well as in PDF format, within the formal response. Costs will be evaluated by the Negotiating Team; the Negotiating Team's consultants may advise the Negotiating Team based on their review. This portion is worth 30% of the total score.

Process for evaluation of costs:

1. For each plan requested, the total annual premium will be evaluated on a scale of 0 to 5. Evaluators shall use whole numbers only. The total annual premium will be provided by each offeror. The annual premium will be determined by the quoted insured premiums times the current enrollment figures times 12. The lowest cost for each item will receive the highest score from each evaluator, the next lowest cost will receive the second highest score from each evaluator, etc.
2. A relative weight is assigned to the minimum factors which will be rated on a scale from zero (0) to five (5), with zero (0) for no response and five (5) being the highest possible score.
3. For each alternative plan design component requested, the cost impact will be evaluated on a scale of 0 to 5. Evaluators shall use whole numbers only. The total annual cost will be determined in the same manner as noted above for fully insured plans. The lowest cost for each item will receive the highest score from each evaluator, the next lowest cost will receive the second highest score from each evaluator, etc.
4. In the event that there are greater than six (6) offerors to be evaluated, the "possible POINTS" will be increased so that there are a correct number of integers with which to score.

Rater No.: _____ Date: _____ / / Exclusive Carrier / / Non-Exclusive

POSSIBLE POINTS		RELATIVE WEIGHT	EVALUATOR SCORE	RELATIVE TOTAL	EVALUATOR SCORE	RELATIVE TOTAL	EVALUATOR SCORE	RELATIVE TOTAL
		(A) X	(B) =	(C)	(B) =	(C)	(B) =	(C)
			VENDOR:		VENDOR:		VENDOR:	
0 – 5	1. Proposed FY18 PPO1500 deductible plan: evaluation for total annual premium without adjustments for alternative plan designs	8						
0 – 5	2. Proposed FY18 HSA2000 deductible plan: evaluation for total annual premium without adjustments for alternative plan designs	6						
0 – 5	3. Dental plan: evaluation for total annual premium without adjustments for alternative plan designs	3						
N/A	4. Provide the percentage of guaranteed retention for the following fully insured, but participating, contracts: (The lowest retention would receive the highest score.)	N/A						
0 – 5	a) HSA2000	1						
0 – 5	b) PPO1500	1						
0 – 5	c) Dental	.5						
0 – 5	d) RSP	1						

N/A	5. Quote(s) for Retiree Supplemental Plan (RSP) under current plan design:	N/A					
0 - 5	a) For eligible retirees, survivors <u>age 65 and older, and eligible retirees and survivors under 65 years of ages with a disability or ESRD.</u> This will be a stand-alone product to be made available to eligible retirees and/or survivors who are insured with Medicare Parts A&B, and to those eligible retirees and survivors who have Medicare Parts A & B due to a disability or ESRD. Assume that an eligible subscriber who would otherwise enroll in Class 1 PPO or HSA plan may only enroll in the Retiree Supplemental Plan (RSP). Include any impact to proposed rates for the PPO1500 and HSA2000 plans.	5					
0 - 5	b) Quote for Dental coverage for these retirees and survivors who elect the RSP. Include any impact to proposed rates for the Dental plans (i.e. please be clear if rates for actives differ from retirees)	3					
N/A	6. Quote for Foster Plan with all in-network coverage paid at 100%	N/A					
0-5	a) Medical Plan	1					
0-5	b) Dental Plan	0.5					
0 - 5	7. Alternative Plan Design: Quote for Autism Spectrum Disorder .	1					
N/A	8. Alternative Plan Design: Quote for combined monthly premium for employees and retirees/survivors and covered dependents for the following plans:	N/A					
0-5	a) Proposed FY18 PPO1500 Plan	2					
0-5	b) Proposed FY18 HSA2000 Plan	1					
Cumulative Relative Total		0-170					
Weight of Part 1		30%		x 30%		x 30%	x 30%
Total Weighted Points							

SCORING	TOTAL POINTS
Part 1 Total Weighted Points	
Part 2 Total Weighted Points	+
Part 3 Total Weighted Points	+
Cumulative Total Weighted Points	=

Only for initial ranking: total premiums will be reduced by 4% Business Privilege Tax (BPT) for those organizations not benefiting from a BPT abatement.

EXHIBIT C – Part 1

Group Health Insurance Request For Proposal Phase IV Evaluation Form (Post Negotiations) Exclusive Contract

Final negotiated exclusive contract rates will be evaluated by the Negotiating Team; the Negotiating Team's consultants may advise the Negotiating Team based on their review. For each item below, the total annual premium will be evaluated on a scale of 0 to 5. Evaluators shall use whole numbers only. The total annual premium will be that which is the result of final negotiations with each bidder. The annual premium will be determined by the quoted insured premiums times the current enrollment figures times 12. The vendor with the lowest cost will receive the highest score, etc.

As to number 3, the vendor with the lowest retention rate will receive the highest score, etc.

For each alternative plan design component requested, the cost impact will be evaluated on a scale of 0 to 5. The total annual cost will be determined in the same manner as noted above for fully insured plans.

NOTE: The Negotiation Team reserves the right to amend Exhibit C Phase IV Evaluation Form to reflect an evaluation of final negotiated basic plan design and negotiated alternative plan designs which Negotiating Team intends to recommend to the Governor.

POSSIBLE POINTS		RELATIVE WEIGHT	EVALUATOR SCORE	RELATIVE TOTAL	EVALUATOR SCORE	RELATIVE TOTAL	EVALUATOR SCORE	RELATIVE TOTAL
		(A) X	(B) =	(C)	(B) =	(C)	(B) =	(C)
			VENDOR:		VENDOR:		VENDOR:	
0 - 5	1. Final negotiated rates for Medical/Drug plan design (PPO1500 & HSA2000)	7						
0 - 5	2. Final negotiated rates for Dental plan design	3						
N/A	3. Final percentage of guaranteed retention for the following fully insured, but participating contracts:	N/A						
0 - 5	a. HSA2000	1						
0 - 5	b. PPO1500	1						
0 - 5	c. Dental	0.5						
0 - 5	d. RSP	1						
0 - 5	4. Final negotiated rates for RSP	2						
0 - 5	5. Final negotiated rates for Dental coverage with RSP participants eligible	1						
0-5	6. Alternative Plan Design: Quote for Autism Spectrum Disorder.	1						
N/A	7. Alternative Plan Design: Quote for combined premium for active, retirees, survivors and covered dependents:	N/A						
0 - 5	a) PPO1500	2						
0 - 5	b) HSA2000	1						
0 - 5	8. Final negotiated Vendor's performance standards for which Vendor will provide a guarantee subject to financial penalty.	1						

0 - 5	<p>9. Final satisfaction with the company's experience and expertise in providing the required services. Including the following:</p> <p>a. Claim paying procedures including review of questionable claims and internal fraud controls.</p> <p>b. Utilization and claims reports, enrollment reports, premium payment reports, large claim reports, and any other reports which may be of benefit to the Government of Guam in assessing the experience of the plan including ad hoc reporting capabilities and costs, if any.</p> <p>c. Satisfaction that a mechanism exists for coordinating benefits when a person is insured by more than one health insurance plan for the same condition.</p>	1					
0 - 5	<p>10. Satisfaction that the vendor has the organizational and technological structure necessary to perform the claim processing and administrative required services and that an adequate mechanism for maintaining records on enrollees. Satisfaction that the carrier has an effective program for containing costs for medical services (i.e. Disease Management program administered by the carrier/vendor), hospital confinement, and any other benefits that shall be provided.</p>	1					
Total Weighted Points		0 – 117.5					

EXHIBIT C – Part 2

Group Health Insurance Request For Proposal Phase IV Evaluation Form (Post Negotiations) Foster Plan Exclusive Contract

Final negotiated exclusive contract rates will be evaluated by the Negotiating Team; the Negotiating Team's consultants may advise the Negotiating Team based on their review. For each item below, the total annual premium will be evaluated on a scale of 0 to 5. Evaluators shall use whole numbers only. The total annual premium will be that which is the result of final negotiations with each bidder. The annual premium will be determined by the quoted insured premiums times the current enrollment figures times 12. The vendor with the lowest cost will receive the highest score, etc.

As to number 3, the vendor with the lowest retention rate will receive the highest score, etc.

For each alternative plan design component requested, the cost impact will be evaluated on a scale of 0 to 5. The total annual cost will be determined in the same manner as noted above for fully insured plans.

NOTE: The Negotiation Team reserves the right to amend Exhibit C Phase IV Evaluation Form to reflect an evaluation of final negotiated basic plan design and negotiated alternative plan designs which Negotiating Team intends to recommend to the Governor.

POSSIBLE POINTS		RELATIVE WEIGHT	EVALUATOR SCORE	RELATIVE TOTAL	EVALUATOR SCORE	RELATIVE TOTAL	EVALUATOR SCORE	RELATIVE TOTAL
		(A) X	(B) =	(C)	(B) =	(C)	(B) =	(C)
			VENDOR:		VENDOR:		VENDOR:	
0 - 5	1. Final negotiated rates for Foster Medical Plan	7						
0 - 5	2. Final negotiated rates for Foster Dental plan	3						
Total Weighted Points		0 - 50						

EXHIBIT D
Government of Guam
FY2018 MEDICAL and DENTAL RATES

GovGuam FY17 Monthly Medical Rates				
	Class	Total Rate	Total Rate	Total Rate
HSA2000 Plan		SelectCare 2000	TakeCare 2000	NetCare 2000
Active	1	110.00	110.36	114.11
	2	230.00	229.17	236.90
	3	193.00	192.94	199.45
	4	321.00	318.46	329.23
Retiree	1	650.00	567.72	611.63
	2	1,377.00	1,201.84	1,294.69
	3	921.00	985.62	1,061.72
	4	1,553.00	1,665.66	1,794.39
PPO1500 Plan		SelectCare 1500	TakeCare 1500	NetCare 1500
Active	1	278.00	257.59	261.09
	2	579.00	534.35	542.04
	3	485.00	449.12	456.35
	4	805.00	742.14	753.29
Retiree	1	921.00	827.59	864.90
	2	1,956.00	1,752.26	1,830.82
	3	1,296.00	1,436.19	1,501.38
	4	2,183.00	2,427.37	2,537.45
RSP		SelectCare RSP	TakeCare RSP	NetCare RSP
	1	401.00	520.07	550.68
	2	802.00	1,101.00	1,171.76
Foster Plan	Foster Child	\$245.17		
GovGuam FY17 Monthly Dental Rates				
	Class	Total Rate	Total Rate	Total Rate
		SelectCare	TakeCare	NetCare
Active	1	34.00	33.74	34.08
	2	77.00	77.29	77.48
	3	61.00	62.05	61.97
	4	103.00	104.49	104.33
Retiree	1	34.00	33.74	34.08
	2	77.00	77.29	77.48
	3	61.00	62.05	61.97
	4	103.00	104.49	104.33

CLASS

1 - Employee/Retiree/Survivor only

2 - Employee/Retiree/Survivor + spouse only

3 - Employee/Retiree/Survivor + child (ren) only

4 - Employee/Retiree/Survivor and Family – spouse + child(ren)

EXHIBIT E - ENROLLMENT DATA

Government of Guam							
Medical and Dental Enrollment as of January 2017							
Medical Enrollment							
	EE	EE + Sp	EE + Child(ren)	EE + Family	Total Subscribers	Total Dependents	TOTAL
Active 2000	1393	204	396	558	2551	2775	5326
Active 1500	2576	547	1257	1342	5722	7831	13553
Retiree 2000	650	102	42	54	848	311	1159
Retiree 1500	1879	420	228	226	2753	1449	4202
RSP	394	59	0	0	453	59	512
Total	6892	1332	1923	2180	12327	12425	24752
Dental Enrollment							
Status	EE	EE + Sp	EE + Child(ren)	EE + Family	TOTAL Subscribers	Total Dependents	TOTAL ALL
Active	3502	622	1575	1771	7470	9974	17444
Retiree	1892	347	235	254	2728	1476	4204
RSP	292	38	0	0	330	38	368
Total	5686	1007	1810	2025	10528	11488	22016

FOSTER Plan Enrollment

160

EXHIBIT F – PAID Claims Data for FY2015, FY2016, and FY2017 YTD
Consolidated for all Carriers

Medical/Prescription Drug Claims/Dental Claims

	Medical \$1,500 PPO				Pharmacy \$1,500 PPO		
	Active	Retiree	Total		Active	Retiree	Total
April-15	\$1,563,415	\$1,156,610	\$2,720,026		\$622,677	\$657,034	\$1,279,710
May-15	\$2,481,512	\$1,223,503	\$3,705,015		\$581,515	\$598,070	\$1,179,585
June-15	\$1,834,398	\$1,267,712	\$3,102,110		\$655,905	\$637,369	\$1,293,274
July-15	\$1,897,855	\$1,318,297	\$3,216,152		\$675,445	\$684,561	\$1,360,006
August-15	\$2,388,112	\$1,204,886	\$3,592,998		\$629,146	\$632,414	\$1,261,560
September-15	\$1,946,284	\$1,378,959	\$3,325,243		\$818,891	\$721,626	\$1,540,517
October-15	\$1,932,638	\$1,486,429	\$3,419,068		\$627,512	\$572,315	\$1,199,826
November-15	\$1,872,273	\$1,141,429	\$3,013,702		\$658,696	\$567,256	\$1,225,951
December-15	\$2,038,678	\$1,415,715	\$3,454,392		\$766,665	\$640,626	\$1,407,291
January-16	\$2,532,090	\$1,431,463	\$3,963,553		\$638,879	\$628,617	\$1,267,496
February-16	\$2,202,609	\$1,370,356	\$3,572,965		\$661,389	\$543,401	\$1,204,790
March-16	\$2,121,879	\$1,330,197	\$3,452,076		\$684,452	\$551,785	\$1,236,237
April-16	\$2,146,478	\$2,074,262	\$4,220,740		\$779,367	\$703,488	\$1,482,856
May-16	\$1,820,803	\$1,422,466	\$3,243,269		\$763,223	\$621,538	\$1,384,762
June-16	\$2,419,812	\$1,423,815	\$3,843,627		\$712,211	\$594,483	\$1,306,694
July-16	\$2,038,237	\$1,414,912	\$3,453,149		\$738,618	\$591,623	\$1,330,242
August-16	\$1,968,310	\$2,572,434	\$4,540,744		\$920,712	\$650,752	\$1,571,464
September-16	\$2,352,250	\$1,729,513	\$4,081,764		\$692,424	\$603,359	\$1,295,783
October-16	\$427,355	\$140,803	\$568,158		\$437,994	\$251,620	\$689,615
November-16	\$909,076	\$529,330	\$1,438,406		\$665,431	\$574,424	\$1,239,855
December-16	\$1,568,443	\$1,283,153	\$2,851,596		\$813,329	\$598,110	\$1,411,439
January-17	\$1,667,957	\$1,626,441	\$3,294,398		\$644,413	\$500,408	\$1,144,821
February-17	\$2,158,690	\$925,734	\$3,084,424		\$801,281	\$612,240	\$1,413,521
March-17	\$1,826,352	\$1,570,804	\$3,397,156		\$718,074	\$534,267	\$1,252,341

	Medical \$2,000 HSA				Pharmacy \$2,000 HSA		
	Active	Retiree	Total		Active	Retiree	Total
April-15	\$381,628	\$170,303	\$551,931		\$53,759	\$32,738	\$86,497
May-15	\$430,428	\$199,202	\$629,630		\$39,382	\$35,391	\$74,774
June-15	\$569,581	\$156,015	\$725,596		\$103,321	\$42,417	\$145,738
July-15	\$401,861	\$154,662	\$556,523		\$121,231	\$27,904	\$149,136
August-15	\$570,386	\$166,924	\$737,310		\$83,758	\$34,510	\$118,268
September-15	\$582,057	\$313,392	\$895,449		\$76,349	\$34,285	\$110,633
October-15	\$279,837	\$231,601	\$511,438		\$33,390	\$18,441	\$51,831
November-15	\$354,205	\$139,273	\$493,478		\$9,913	\$8,414	\$18,327
December-15	\$361,919	\$97,939	\$459,858		\$16,882	\$11,682	\$28,564
January-16	\$281,110	\$97,986	\$379,097		\$15,522	\$19,592	\$35,114
February-16	\$465,836	\$176,079	\$641,914		\$29,042	\$13,920	\$42,962
March-16	\$415,484	\$171,179	\$586,663		\$20,805	\$32,898	\$53,703
April-16	\$305,925	\$150,712	\$456,636		\$27,808	\$23,689	\$51,496
May-16	\$336,034	\$128,271	\$464,305		\$44,821	\$23,755	\$68,576
June-16	\$440,520	\$198,459	\$638,979		\$34,924	\$25,568	\$60,492
July-16	\$403,929	\$152,412	\$556,341		\$34,988	\$27,705	\$62,694
August-16	\$526,000	\$138,313	\$664,313		\$37,197	\$43,492	\$80,689
September-16	\$319,370	\$153,738	\$473,108		\$27,975	\$40,659	\$68,634
October-16	\$128,220	\$17,037	\$145,257		\$3,531	\$4,273	\$7,804
November-16	\$164,033	\$49,801	\$213,833		\$6,100	\$7,129	\$13,229
December-16	\$194,173	\$64,615	\$258,788		\$6,677	\$12,864	\$19,541
January-17	\$305,340	\$112,146	\$417,487		\$13,604	\$23,594	\$37,198
February-17	\$196,439	\$99,982	\$296,422		\$22,797	\$14,244	\$37,041
March-17	\$418,320	\$119,637	\$537,957		\$19,571	\$17,914	\$37,485

	Retiree Supplement Plan				Dental - All Plans Combined	
	Medical	Pharmacy	Total			Total
April-15					April-15	\$368,704
May-15					May-15	\$370,687
June-15					June-15	\$364,730
July-15					July-15	\$554,480
August-15					August-15	\$394,723
September-15					September-15	\$474,858
October-15	\$5,137	\$5,913	\$11,050		October-15	\$534,670
November-15	\$2,850	\$9,954	\$12,804		November-15	\$434,104
December-15	\$6,287	\$9,119	\$15,406		December-15	\$436,782
January-16	\$7,624	\$13,444	\$21,068		January-16	\$460,254
February-16	\$21,013	\$17,321	\$38,334		February-16	\$322,307
March-16	\$20,502	\$11,177	\$31,679		March-16	\$559,275
April-16	\$7,219	\$23,980	\$31,199		April-16	\$514,598
May-16	\$24,182	\$17,635	\$41,817		May-16	\$521,954
June-16	\$17,602	\$11,694	\$29,296		June-16	\$533,982
July-16	\$19,780	\$16,679	\$36,459		July-16	\$505,166
August-16	\$19,549	\$13,665	\$33,214		August-16	\$483,316
September-16	\$17,921	\$12,797	\$30,717		September-16	\$387,471
October-16	\$4,877	\$13,594	\$18,471		October-16	\$214,805
November-16	\$8,747	\$38,179	\$46,926		November-16	\$419,866
December-16	\$15,720	\$45,458	\$61,178		December-16	\$363,347
January-17	\$27,188	\$38,479	\$65,667		January-17	\$452,690
February-17	\$24,954	\$48,449	\$73,403		February-17	\$529,057
March-17	\$20,049	\$71,419	\$91,468		March-17	\$531,731

	Medical	Pharmacy	Dental	Vision	Total
April-15					
May-15					
June-15					
July-15					
August-15					
September-15					
October-15	\$8,596	\$1,146	\$1,990	\$80	\$11,812
November-15	\$16,747	\$3,527	\$3,174	\$275	\$23,723
December-15	\$6,546	\$4,514	\$5,312	\$220	\$16,592
January-16	\$21,186	\$5,448	\$7,047	\$315	\$33,996
February-16	\$12,039	\$5,488	\$6,701	\$400	\$24,629
March-16	\$8,090	\$5,501	\$7,420	\$130	\$21,141
April-16	\$12,026	\$6,199	\$5,589	\$430	\$24,244
May-16	\$15,706	\$6,003	\$4,395	\$450	\$26,553
June-16	\$8,749	\$3,395	\$4,869	\$240	\$17,253
July-16	\$8,732	\$3,605	\$2,763	\$0	\$15,100
August-16	\$31,645	\$5,563	\$2,520	\$320	\$40,048
September-16	\$9,400	\$5,739	\$7,539	\$360	\$23,038
October-16					
November-16					
December-16	\$13,774	\$7,782	\$12,356	\$287	\$34,199
January-17	\$7,471	\$116	\$1,830	\$0	\$9,417
February-17					
March-17					

EXHIBIT G

MEDICAL PLAN DESIGNS

The following outlines the proposed FY18 core level of benefits with updates required for PPACA required changes, plus the additional alternative plan features requested.

The Government of Guam requires a quote for the following four proposed FY18 plans:

1. PPO Plan with a \$1,500 annual deductible /\$3,000 annual family deductible and
2. HSA Plan with a \$2,000 annual deductible /\$4,000 annual family deductible.
3. Retiree Supplemental Plan
4. Foster Child(ren) Plan with in-network coverage only and no cost sharing

HSA2000		
Important Information about your coverage	When you go to PARTICIPATING Providers	When you go to NON-PARTICIPATING Provider
Deductible per individual member	\$2,000	\$4,000
Deductible Per Family If an individual member of a family meets \$2600 in covered expenses, the Plan begins to pay for covered expenses for that individual.	\$4,000	\$12,000
Coverage Maximums Individual member annual maximum	None	
Out-of-Pocket Maximums (including accumulated deductible) Per Individual member per policy year Per Family per policy year	\$4,000 \$12,000	No Maximum No Maximum
Any Services in The Philippines, Hawaii & the U.S. Mainland (Pre-Certification required)	Requires Referral from your Doctor and approval in advance from Plan	

PPO1500		
Important Information about your coverage	When you go to PARTICIPATING Provider	When you go to NON-PARTICIPATING Provider
Deductible per individual member	\$1,500	\$3,000
Deductible Per Family If an individual member of a family meets \$1500 in covered expenses, the plan begins to pay for covered services for that individual.	\$3,000	\$9,000
Coverage Maximums Individual member annual maximum	None	
Out-of-Pocket Maximums (including accumulated deductible) Per Individual member per policy year Per Family per policy year	\$3,000 \$9,000	No Maximum No Maximum
Any Services in The Philippines, Hawaii & the U.S. Mainland (Pre-Certification required)	Requires Referral from your Doctor and approval in advance from Plan	

Retiree Supplemental Plan (RSP)		
Note: This is a supplemental plan for retirees and survivors who are insured with Medicare Parts A&B		
Important Information about your coverage	When you go to Participating Providers RSP PAYS after member share*	When you go to Participating Providers YOU PAY after deductible
Any Services in The Philippines, Hawaii & the U.S. Mainland (Pre-Certification required)	Requires Referral from your Doctor and approval in advance from Plan	
Most Services	80%	20%
Vision Hardware	100% up to \$150 per member per year	Nothing

*Member share can be your Medicare Part A or Part B Deductible.

Foster Plan		
Note: This plan will be under an exclusive contract with no deductibles and no cost share for in-network services.		
Important Information about your coverage	When you go to PARTICIPATING Providers	When you go to NON-PARTICIPATING Provider
Deductible per individual member	None	Not covered
Coverage Maximums Individual member annual maximum	None	
Out-of-Pocket Maximums	None	
Any Services in The Philippines, Hawaii & the U.S. Mainland (Pre-Certification required)	Requires Referral from your Doctor and approval in advance from Plan	

See Exhibit S for further details on the current plan designs and required provisions.

Alternative Plan Designs Requested

Please provide the cost differential and proposed rates in dollars for the following on the provided Excel file:

1. Quotes for a combined premium for actives, retirees, survivors, and covered dependents:
 - a) PPO1500
 - b) HSA2000
2. Quote for Autism Spectrum Disorder

Notes:

- 1) THE ABOVE IS INTENDED TO BROADLY DEFINE ALL MEDICAL PLANS. IN CASE OF DISCREPANCIES BETWEEN THE ABOVE DESCRIPTION AND THE DESIRED CONTRACTUAL LANGUAGE INCLUDED AS A SEPARATE DOCUMENT, THE CONTRACTUAL LANGUAGE SHALL GOVERN.
- 2) THE NEGOTIATING TEAM RESERVES THE RIGHT TO AMEND OR MODIFY THE BENEFIT PLAN DESIGNS PRIOR TO FINAL CONTRACT NEGOTIATIONS.
- 3) WHERE NO LIMITATION OR MAXIMUM IS SPECIFIED, NONE MAY BE IMPOSED.
- 4) THE NEGOTIATING TEAM'S DECISION ON THE INTERPRETATION OF THE BENEFIT PLAN DESIGN SHALL BE FINAL.

EXHIBIT H

NOTES

1. The level of coverage of the benefits must be based on Usual, Customary, and Reasonable (UCR) charges. Enrollees may be assessed copayments and/or deductibles according to plan design.
2. No limitations may be imposed besides those stated herein. Any change to Specific Limitations on Benefits (Article 3 of the proposed Certificate of Insurance) or Specific Exclusions from Benefits (Article 4 of the proposed Certificate of Insurance, and Exhibit I) must be specified with clarity in proposal.
3. Carriers must submit their rate calculation approach and substantiating data along with proposals.
4. PLEASE NOTE: Offerors must specify with clarity any desired changes to the proposed contract and the proposed certificate of insurance.
5. The audited financial statements must also be submitted along with proposals.
6. In addition to other bona fide legal dependents, the plan must cover children under legal guardianship of the subscriber who meet all other plan requirements. However, the plan may require a court order granting guardianship to the subscriber. Further, the plan is to provide that such children may be enrolled effective the date of the guardianship. Additionally, in accordance with the Patient Protection and Affordable Care Act, dependents must be covered up to age 26. -The plan cannot limit dependent children eligibility by their access to other healthcare.
7. The provider network must include Guam, the Philippines, Hawaii, and the U.S. Mainland.
8. The plan must set out with specificity any changes to the Medical Exclusions stated in Exhibit I. The plan may include coverage for a listed excluded item as the plan desires but is requested to set out such additions with specificity.
9. The plan must include coverage for enrolled employees and their enrolled dependents, to the end of the plan year, if the employee is laid off due to workforce reduction by the Government of Guam, provided the employee pays full premium in accordance with the rules applicable to employees on leave without pay.
10. If a carrier does not contract with the provider of any sole source service on Guam, it must reimburse for the sole source provided by such Guam provider as if sole source provider were a participating provider.
11. Nothing in the carrier's proposal will be incorporated into any contract with GovGuam unless negotiated and specifically agreed to by the Negotiating Team. The carrier's proposal must identify with specificity any differences between the carrier's proposal and the core level of benefits requested, the proposed Agreement and the proposed Certificate of Insurance.
12. The plan must include the PPACA requirements first applicable to plan years beginning on or after January 1, 2014.
13. There are a number of changes to the requested FY2018 basic plan design and alternative plan designs as compared to FY 2017 and prior years. We draw your attention to some but not necessarily all changes here:
;
 - Quote for a combined premium for active and retirees.
 - Quote for Autism benefit.
14. It is the intention of this RFP that retiree/survivor enrollees under the RSP will be qualified to enroll in the Dental Plan (Exhibit S-Dental) and the Wellness Plan (Exhibit Y).
15. "PLEASE NOTE: Benefit plan design is subject to change due to pending legislation."

EXHIBIT I

MEDICAL EXCLUSIONS

Please see the following for a guide to the list of the requested medical exclusions. This guide is to provide general information of medical exclusions. Please refer to the list of medical exclusions listed on the attached proposed contract as the main listing. Please indicate if any are not applicable to your proposed plans, or if there are any additional exclusions in your proposed plans.

1. No benefits will be paid for Injury or Illness, (a) when the Covered Person is entitled to receive disability benefits or compensation (or forfeits his or her right thereto) under Worker's Compensation or Employer's Liability Law for such Injury or Illness or (b) when Services for an Injury or Illness are rendered to the Covered Person by any federal, state, territorial, municipal or other governmental instrumentality or agency without charge, or (c) when such Services would have been rendered without charge but for the fact that the person is a Covered Person under the Plan.
2. No benefits will be paid if any material statement made in an application for coverage, enrollment of any Dependent or in any claim for benefits is false. Upon identifying any such false statement, Company shall give the Covered Person at least 30 days' notice that his or her benefits have been suspended and that his or her coverage is to be terminated. If the false statement is fraudulent or is an intentional misrepresentation of a material fact, such termination shall be retroactive to the date coverage was provided or continued based on such fraudulent statement or intentional misrepresentation of material fact. If the false statement was not a fraudulent statement or intentional misrepresentation of material fact, termination of coverage shall be effective no earlier than the date of the suspension. The Covered Person may dispute any termination of coverage by filing a claim under the grievance procedure provided for in the Agreement. If a grievance is filed, the resolution of the matter shall be in accordance with the outcome of the grievance proceedings. If no grievance is filed for any retroactive termination and the Company paid benefits prior to learning of any such false statement, the Subscriber must reimburse the Company for such payment. Terminations of coverage shall be handled in accordance with the applicable claims procedure requirements of Section 2719 of the PHSA, as added by PPACA. Retroactive terminations of coverage shall not violate the applicable prohibitions on rescissions of Section 2712 of the PHSA, as added by PPACA, and rescissions shall be handled in compliance with PPACA's applicable claim denial requirements.
3. No benefits will be paid for confinement in a Hospital or in a Skilled Nursing Facility if such confinement is primarily for custodial or domiciliary care. (Custodial or domiciliary care includes that care which consists of training in personal hygiene, routine nursing services and other forms of self-care. Custodial or domiciliary care also includes supervisory services by a Physician or Nurse for a person who is not under specific medical or surgical treatment to reduce his or her disability and to enable that person to live outside an institution providing such care.) Company and not Covered Person shall be liable if the Company approves the confinement, regardless of who orders the service.
4. No benefits will be paid for nursing and home health aide services provided outside of the home (such as in conjunction with school, vacation, work or recreational activities).
5. No benefits will be paid for private Duty Nursing. This provision does not apply to Home Health Care.
6. No benefits will be paid for special medical reports, including those not directly related to treatment of the Member. (e.g., Employment or insurance physicals, and reports prepared in connection with litigation.)
7. No benefits will be paid for services required by third parties, including but not limited to, physical examinations, diagnostic services and immunizations in connection with obtaining or continuing employment, obtaining or maintaining any license issued by a municipality, state, or federal government, securing insurance coverage, travel, school admissions or attendance, including examinations required to participate in athletics, except when such examinations are considered to be part of an appropriate schedule of wellness services.
8. No benefits will be paid for court ordered services, or those required by court order as a condition of parole or probation.
9. No benefits will be paid for Services and supplies provided to a Covered Person for an Injury or Illness resulting from an attempted suicide by that Covered Person unless resulting from a medical condition (including physical or mental health conditions) or from domestic violence.

10. No benefits will be paid for Services and supplies provided in connection with intentionally self-induced or intentionally self-inflicted injuries or illnesses unless resulting from a medical condition (including physical or mental conditions) or from domestic violence.
11. No benefits will be paid for Services and supplies provided to a Covered Person for Injuries incurred while the person was committing a criminal act.
12. Unless otherwise specifically provided in the Agreement, no benefit will be paid for, or in connection with, airfare and the Company will not pay for the transportation from Guam to any off-island facility, nor for any other non-medical expenses such as taxes, taxis, hotel rooms, etc. In no event will the Company pay for air ambulance or for the transportation of the remains of any deceased person.
13. No benefits will be paid for living expenses for Covered Persons who require, or who of their own accord seek, treatment in locations removed from their home.
14. No benefits will be paid for Services and supplies provided to a dependent of a non-Spouse Dependent. Dependents of non-Spouse Dependents are not eligible for coverage. For example, when a Dependent, other than a Spouse of the Subscriber, has a child, that child is a dependent of a non-Spouse Dependent and is not eligible to become covered under the Plan, unless such child otherwise becomes eligible for enrollment.
15. No benefits will be paid for home uterine activity monitoring.
16. No benefits will be paid for services performed by an immediate family member for whom, in the absence of any health benefits coverage, no charge would be made. Immediate family member is defined as parents, spouses, siblings, or children of the insured member.
17. No benefits will be paid for treatment of occupational injuries and occupational diseases, including those injuries that arise out of (or in the course of) any work for pay or profit, or in any way results from a disease or injury which does. If a Member is covered under a Workers' Compensation law or similar law, and submits proof that the Member is not covered for a particular disease or injury under such law, that disease or injury will be considered "nonoccupational" regardless of cause. The Covered Benefits under the Group Health Insurance Certificate for Members eligible for Workers' Compensation are not designed to duplicate any benefit to which they are entitled under Workers' Compensation Law. All sums payable for Workers' Compensation services provided under the Group Health Insurance Certificate shall be payable to, and retained by Company. Each Member shall complete and submit to Company such consents, releases, assignments and other documents reasonably requested by Company in order to obtain or assure reimbursement under the Workers' Compensation Law
18. No benefits will be paid for:
 - a) Drugs or substances not approved by the Food and Drug Administration (FDA), or
 - b) Drugs or substances not approved by the FDA for treatment of the illness or injury being treated unless empirical clinical studies have proven the benefits of such drug or substance in treating the illness or injury.
19. No benefits will be paid for experimental or Investigational treatments and Procedures, or ineffective surgical, medical, psychiatric, or dental treatments or procedures, research studies, or other experimental or investigational treatments and procedures or pharmacological regimes, unless deemed medically necessary by patient's physician and pre-authorized by Company.

Experimental and investigational treatments and procedures are those medical treatments and procedures that have not successfully completed a Phase III trial, have not been approved by the FDA and are not generally recognized as the accepted standard treatment for the disease or condition from which the patient suffers.

Experimental and investigational treatments include off label therapies. Off-label therapies are those medical therapies that use a FDA approved drug or procedure for a non-indicated use. Also, these Experimental or investigational medical and surgical procedures, equipment, and items or medications, are otherwise not covered by Medicare or covered under qualifying clinical trials.
20. No benefits will be paid for services or supplies related to Genetic Testing.
21. No benefits will be paid for Services and supplies provided to perform transsexual surgery or to evaluate the need for such surgery. Evaluations and subsequent medications and Services necessary to maintain transsexual status are also excluded from coverage, as are complications or medical sequelae of such surgery or treatment.

22. No benefits will be paid for injuries incurred by the operator of a motorized vehicle while such operator is under the influence of intoxicating alcoholic beverage, controlled drugs, or substances. If a blood alcohol level or the DRAEGER ALCO TEST is available and shows levels that are equal to or exceed 0.08 grams percent (gms%) or that exceed the amount allowed by law as constituting legal intoxication, no benefits will be paid.
23. No benefits will be paid for any medical Service or supply which is available to the Covered Person on Guam and which is paid by or reimbursable through a governmental agency or institution that provides medical and healthcare services to low-income or indigent persons, provided however, this exclusion shall not apply to the treatment of any communicable disease as defined in Article 3 of Chapter 3, Title 10, Guam Code Annotated, and for which the Company shall pay for medical services and supplies as is medically necessary for the treatment of Covered Person. However, notwithstanding the aforesaid, in no event will the Company consider the availability of benefits under Medicaid or Medically Indigent Program when paying benefits under this Agreement.
24. No benefits will be paid for dental services including but not limited to, services related to the care, filling, removal or replacement of teeth and treatment of injuries to or diseases of the teeth, dental services related to the gums, apicoectomy (dental root resection), orthodontics, dental splint and other dental appliances, root canal treatment, soft tissue impactions, alveolectomy, augmentation, and vestibuloplasty, treatment of periodontal disease, false teeth, prosthetic restoration of dental implants, maxillary and mandible implants (Osseo integration) and all related services, removal of impacted teeth, bite plates, orthognathic surgery to correct a bite defect. This exclusion does not apply to:
 - a) To procedures deemed medically necessary by patient's physician and pre-authorized by Company.
 - b) Emergency Services stabilize an acute injury to sound natural teeth, the jawbone or surrounding structures, if provided within 48 hours of the injury or as required by PPACA to stabilize and treat a PPACA Emergency.
 - c) Surgical treatment of TMJ as described in the Covered Benefits Section "Temporomandibular Joint Syndrome (TMJ) Services".
 - d) Dental anesthesia when provided according to the conditions described in the Covered Benefits Section, "Limited General Anesthesia for Dental Procedures".
25. No benefits will be paid in connection with elective abortions unless Medically Necessary.
26. No benefits will be paid for vision care services and supplies, including orthoptics (a technique of eye exercises designed to correct the visual axes of eyes not properly coordinated for binocular vision), Lasik, keratoplasty, and radial keratotomy, including related procedures designed to surgically correct refractive errors except as provided in the Covered Benefits section of the Group Health Insurance Certificate.
27. No benefits will be paid for eyeglasses or contact lenses or for Services and supplies in connection with surgery for the purpose of diagnosing or correcting errors in refraction.
28. No benefits will be paid in connection with any injuries sustained while the Covered Person is operating any wheeled vehicle during an organized, off-road, competitive sporting event.
29. No benefits will be paid for personal comfort or convenience items, including those services and supplies not directly related to medical care, such as guest meals and accommodations, barber services, telephone charges, radio and television rentals, homemaker services, travel expenses, take-home supplies.
30. No benefits will be paid for hypnotherapy.
31. No benefits will be paid for religious, marital and sex counseling, including services and treatment related to religious counseling, marital/relationship counseling, and sex therapy.
32. No benefits will be paid for cosmetic Surgery, or other services intended primarily to improve the Member's appearance or treatment relating to the consequences of, or as a result of, Cosmetic Surgery. This exclusion does not apply to:
 - a) Medically Necessary reconstructive surgery as described in the Covered Benefits sections Mastectomy and Reconstructive Breast Surgery or Reconstructive Surgery.
 - b) surgery to correct the results of injuries causing an impairment;

- c) surgery as a continuation of a staged reconstruction procedure, including but not limited to post-mastectomy reconstruction;
 - d) surgery to correct congenital defects necessary to restore normal bodily functions, including but not limited to, cleft lip and cleft palate.
33. No benefits will be paid for routine foot/hand care, including routine reduction of nails, calluses and corns.
34. Except as otherwise provided in this agreement, no benefit will be paid for specific non-standard allergy services and supplies, including but not limited to, skin titration (wrinkle method), cytotoxicity testing (Bryan's Test), treatment of non-specific candida sensitivity, and urine auto injections.
35. No benefits will be paid for Services and supplies associated with growth hormone treatment unless the Covered Person is proven to have growth hormone deficiency using accepted stimulated growth hormone analyses and also shows an accelerated growth response to growth hormone treatment. Under no circumstances will growth hormone treatment be covered to treat short stature in the absence of proven growth hormone deficiency.
36. No benefits will be paid for Services and supplies provided for liposuction.
37. No benefits will be paid for weight reduction programs, or dietary supplements, except as pre-authorized by Company for the Medically Necessary treatment of morbid obesity.
38. No benefits will be paid for any drug, food substitute or supplement or any other product, which is primarily for weight reduction unless medically necessary.
39. Except as provided in this Agreement, or unless medically necessary for the treatment of Morbid Obesity or other disease, no benefits will be paid in connection with gastric bypass, stapling or reversal if for the purpose of weight reduction or aesthetic purposes.
40. No benefits will be paid for surgical operations, procedures or treatment of obesity, except when pre-authorized by Company.
41. No benefits will be paid for the treatment of male or female Infertility, including but not limited to:
- a) The purchase of donor sperm and any charges for the storage of sperm;
 - b) The purchase of donor eggs and any charge associated with care of the donor required for donor egg retrievals or transfers or gestational carriers;
 - c) Charges associated with cryopreservation or storage of cryopreserved embryos (e.g. office, hospital, ultrasounds, laboratory tests, etc.);
 - d) Home ovulation prediction kits;
 - e) Injectable Infertility medications, including but not limited to, menotropins, hCG, GnRH agonists, IVIG;
 - f) Artificial Insemination, including in vitro fertilization (IVF), gamete intrafallopian tube transfer (GIFT), zygote intrafallopian tube transfer (ZIFT), and intracytoplasmic sperm injection (ICSI), and any advanced reproductive technology ("ART") procedures or services related to such procedures;
 - g) Any charges associated with care required for ART (e.g., office, Hospital, ultrasounds, laboratory tests, etc.);
 - h) Donor egg retrieval or fees associated with donor egg programs, including but not limited to fees for laboratory tests;
 - i) Any charge associated with a frozen embryo transfer including but not limited to thawing charges;
 - j) Reversal of sterilization surgery; and
 - k) Any charges associated with obtaining sperm for ART procedures.
42. Except as provided in this Agreement, no benefits will be paid for the purchase or rental of durable or disposable medical equipment and supplies, other than for :

- a) equipment and supplies used in a Hospital or Skilled Nursing Facility or in conjunction with an approved Hospital or Skilled Nursing Facility confinement or as otherwise noted in the Agreement or
 - b) items covered as preventive care under well-women coverage such as breastfeeding supplies in accordance with reasonable medical management techniques.
43. No benefits will be paid for household equipment, including but not limited to, the purchase or rental of exercise cycles, water purifiers, hypo-allergenic pillows, mattresses or waterbed, whirlpool or swimming pools, exercise and massage equipment, central or unit air conditioners, air purifiers, humidifiers, dehumidifiers, escalators, elevators, ramps, stair glides, emergency alert equipment, handrails, heat appliances, improvements made to a Member's house or place of business, and adjustments to vehicles.
44. No benefits will be paid for outpatient supplies (except diabetic supplies), including but not limited to, outpatient medical consumable or disposable supplies such as syringes, incontinence pads, and elastic stockings.
45. No benefits will be paid for Services and supplies provided for penile implants of any type.
46. No benefits will be paid for Services and supplies to correct sexual dysfunction.
47. Except as specifically provided, if a benefit is excluded, all Hospital, surgical, medical treatments, prescription drugs, laboratory services, and x-rays in relation to the excluded benefits are also excluded as of the time it is determined that the benefit is excluded.
48. Except as specifically provided in this Agreement, no benefits will be provided for Services and supplies not ordered by a Physician or not Medically Necessary.
49. No benefits will be paid for temporomandibular joint disorder treatment (TMJ) including treatment performed by prosthesis placed directly on the teeth except as covered in the Covered Benefits Section
50. Except as specifically provided in this Agreement, no benefits will be paid for corrective appliances, artificial aids and durable equipment.
51. No benefits will be paid for Services for which the Covered Person or Subscriber is not legally obligated to pay.
52. No benefit will be paid for ambulance services when used for routine and convenience transportation to receive outpatient or inpatient services, unless deemed medically necessary with prior authorization obtained from Company.
53. No benefit will be paid for elective or voluntary enhancement procedures, surgeries, services, supplies and medications including, but not limited to, hair growth, hair removal, hair analysis, sexual performance, athletic performance, anti-aging, and mental performance, even if prescribed by a Physician.
54. No benefits will be paid for hospital take-home drugs.
55. No benefits will be paid for fees for any missed appointments or voluntary transfer of records as requested by the Covered Person.
56. No benefits will be paid for educational services. Special education, including lessons in sign language to instruct a Member, whose ability to speak has been lost or impaired, to function without that ability, are not covered.
57. No benefits will be paid for Intelligence, IQ, aptitude ability, learning disorders, or interest testing not necessary to determine the appropriate treatment of a psychiatric condition.
58. No benefits will be paid for Psychoanalysis or psychotherapy credited toward earning a degree or furtherance of education or training regardless of diagnosis or symptoms or whether providing or receiving the Service.
59. No benefits will be paid for non-medically necessary services, including but not limited to, those services and supplies:
- a) Which are not Medically Necessary for the diagnosis and treatment of illness, injury, restoration of physiological functions, or covered preventive services;
 - b) That do not require the technical skills of a medical, mental health or a dental professional;
 - c) Furnished mainly for the personal comfort or convenience of the Member, or any person who cares for the Member, or any person who is part of the Member's family, or any Provider;

- d) Furnished solely because the Member is an inpatient on any day in which the Member's disease or injury could safely and adequately be diagnosed or treated while not confined;
 - e) Furnished solely because of the setting if the service or supply could safely and adequately be furnished in a Physician's or a dentist's office or other less costly setting.
60. As required by HIPAA, no source-of-injury exclusion, such as exclusion 28 for off-road sporting events, will apply if the accident resulted from an act of domestic violence or a medical condition (including both physical and mental health conditions).

EXHIBIT J

DENTAL PLAN DESIGNS

Offerors should provide proposals for the following Dental plans: 1) The existing plan design, 2) Retiree Supplemental Plan, and 3) proposals for an existing plan design covered at 100% for Foster Plan.

EXISTING PLAN DESIGN

Dental benefits must include at least the following coverage at participating dentists:

- 100% coverage for diagnostic and preventive services
- 80% coverage for fillings, simple extractions and surgical extractions
- 80% coverage for anesthesia, such as conscious sedation and nitrous oxide/analgesia (laughing gas), for children under age 13
- 50% coverage for endodontics, periodontics and prosthodontics, including crowns and bridges
- \$1,000 annual plan maximum (no separate maximums on benefits may be imposed)

In the event that negotiations are concluded for a Medicare Supplemental Plan, it is the intention of this RFP that enrollees will be qualified to enroll in the Dental Plan.

EXHIBIT K

DENTAL EXCLUSIONS

Please see the following for a guide to the list of the requested dental exclusions. This guide is to provide general information of dental exclusions. Please refer to the list of dental exclusions listed on the attached proposed contract as the main listing. Please indicate if any are not applicable to your proposed plans, or if there are any additional exclusions in your proposed plans.

1. Work in progress on the effective date of coverage. Work in progress is defined as:
 - A prosthetic or other appliance, or modification of one, where an impression was made before the patient was covered, or
 - A crown, bridge, or cast restoration for which the tooth was prepared before the patient was covered, or
 - Root canal therapy, if the pulp chamber was opened before the patient was covered.
2. Services not specifically listed in the agreement, services not prescribed, performed or supervised by a dentist; services which are not medically or dentally necessary or customarily performed; services that are not indicated because they have a limited or poor prognosis; or services for which there is a less expensive, professionally acceptable alternative.
3. Any service unless required and rendered in accordance with accepted standards or dental practice.
4. A crown, cast restoration, denture or fixed bridge or addition of teeth to one, if work involves a replacement or modification of a crown, cast restoration, denture or bridge installed less than 5 years ago, or one that replaces a tooth that was missing before the date the enrollee became eligible for services under the plan (including previously extracted or missing teeth).
5. Replacement of existing dentures, crowns or fixed bridgework if the existing dentures, crowns or fixed bridgework can be made serviceable.
6. Precision attachments, interlocking device, one component of which is fixed to an abutment or abutments the other is integrated into a fixed or removable prosthesis in order to stabilize and/or retain it; or stress breakers, part of a tooth-borne and/or prosthesis designed to relieve the abutment teeth and their supporting tissues from harmful stress .
7. Replacement of lost or stolen appliance, or replacement of any appliance damaged while not in the mouth.
8. Any service for which the enrollee received benefits under any other coverage offered by the company.
9. Spare or duplicate prosthetic devices.
10. Services included, related to or required for:
 - Implants;
 - Cosmetic purposes;
 - Services or appliances to change the vertical dimension or to restore or maintain the occlusion, including but not limited to equilibrium, full mouth rehabilitation and restoration for malalignment of teeth;
 - Temporomandibular joint (TMJ) or craniomandibular disorders, myofunctional therapy or the correction or harmful habits;
 - Experimental procedures; and
 - Intentionally self-inflicted injury unless resulting from a medical condition (including physical or mental conditions) or from domestic violence.
11. Any over the counter drugs or medicine, unless prescribed by a dentist or physician.
12. Fluoride varnish.
13. Charges for finance charge, broken appointments, completion of insurance forms or reports, providing records, oral hygiene instruction, pit and fissure sealants and dietary instruction, or lack of cooperation on the part of the patient.
14. Charges in excess of the amount allowed by the plan for a covered service.
15. Any treatment, material, or supplies which are for orthodontic treatment, including extractions for orthodontics.
16. Services for which no charge would have been made had the agreement not been in effect.
17. Surgical grafting procedures.

18. General anesthetic, conscious sedation, and other forms of relative analgesia, except as otherwise specifically provided herein, unless deemed medically necessary by patient's dentist or physician and pre-authorized by Company.
19. Services paid for by Workers' Compensation.
20. Charges incurred while confined as an inpatient in hospital unless such charges would have been covered had treatment been rendered in dental office.
21. Treatment and/or removal of oral tumors.
22. All surgical procedures except for surgical extractions of teeth and periodontal surgeries performed by a dentist.
23. Panoramic x-ray or full mouth x-ray if provided less than 3 years from the covered person's last full mouth x-ray; and full mouth x-rays if provided less than three years from Covered Person's last panoramic x-ray.

EXHIBIT L

Form A

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
_____) ss.
STATE OF _____)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that
[please check only one]:

[] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[] The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the Government.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires: _____

EXHIBIT L

Form B
AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
STATE OF _____)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]
_____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the Government of Guam or any other offeror, or to secure any advantage against the Government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201____.

NOTARY PUBLIC

My commission expires _____, _____.

EXHIBIT L

Form C

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
STATE OF _____)

_____[state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] _____ Affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any Government of Guam employee or former Government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201____.

NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement Form 004 (Jul. 12, 2010)

EXHIBIT L

Form D
AFFIDAVIT re ETHICAL STANDARDS

CITY OF _____)
STATE OF _____) ss.

says that: _____ [state name of affiant signing below], being first duly sworn, deposes and

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any Government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any Government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 201____.

NOTARY PUBLIC
My commission expires _____, _____.

EXHIBIT L

Form E
AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
) ss.
STATE OF _____)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]
_____.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the Government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

EXHIBIT L

Form F

DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

(1) That I am _____ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the Government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the Government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the Government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the Government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the Government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor.

[INSTRUCTIONS - Please attach!]

Signature _____

Date _____

EXHIBIT L

Wage Determination List

See attached.

***** THIS WAGE DETERMINATION WAS REPLACED 02/21/2017 *****

WD 05-2147 (Rev.-20) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2147
Daniel W. Simms Division of | Revision No.: 20
Director Wage Determinations | Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	12.50	
01012 - Accounting Clerk II	13.53	
01013 - Accounting Clerk III	15.59	
01020 - Administrative Assistant	17.67	
01040 - Court Reporter	15.38	
01051 - Data Entry Operator I	10.48	
01052 - Data Entry Operator II	11.99	
01060 - Dispatcher, Motor Vehicle	13.06	
01070 - Document Preparation Clerk	12.25	
01090 - Duplicating Machine Operator	12.25	
01111 - General Clerk I	10.29	
01112 - General Clerk II	11.28	
01113 - General Clerk III	12.32	
01120 - Housing Referral Assistant	17.15	
01141 - Messenger Courier	10.12	
01191 - Order Clerk I	11.23	
01192 - Order Clerk II	12.25	

01261 - Personnel Assistant (Employment) I	14.33
01262 - Personnel Assistant (Employment) II	14.90
01263 - Personnel Assistant (Employment) III	16.48
01270 - Production Control Clerk	18.34
01280 - Receptionist	9.67
01290 - Rental Clerk	11.10
01300 - Scheduler, Maintenance	13.75
01311 - Secretary I	13.75
01312 - Secretary II	15.38
01313 - Secretary III	17.15
01320 - Service Order Dispatcher	11.57
01410 - Supply Technician	17.67
01420 - Survey Worker	15.26
01531 - Travel Clerk I	11.61
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.44
01611 - Word Processor I	12.25
01612 - Word Processor II	13.75
01613 - Word Processor III	15.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	

11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06

13042 - Illustrator II	18.66	
13043 - Illustrator III	22.83	
13047 - Librarian	20.66	
13050 - Library Aide/Clerk	12.00	
13054 - Library Information Technology Systems Administrator		18.66
13058 - Library Technician	15.06	
13061 - Media Specialist I	13.46	
13062 - Media Specialist II	15.06	
13063 - Media Specialist III	16.80	
13071 - Photographer I	12.82	
13072 - Photographer II	14.32	
13073 - Photographer III	17.75	
13074 - Photographer IV	21.73	
13075 - Photographer V	26.30	
13110 - Video Teleconference Technician		12.91
14000 - Information Technology Occupations		
14041 - Computer Operator I	13.65	
14042 - Computer Operator II	15.76	
14043 - Computer Operator III	17.56	
14044 - Computer Operator IV	19.50	
14045 - Computer Operator V	21.81	
14071 - Computer Programmer I	(see 1)	15.73
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		13.65
14160 - Personal Computer Support Technician		19.50
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist	22.82	
15070 - Flight Instructor (Pilot)	33.30	
15080 - Graphic Artist	20.47	
15090 - Technical Instructor	17.65	
15095 - Technical Instructor/Course Developer		21.58
15110 - Test Proctor	13.87	
15120 - Tutor	13.87	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	8.08	
16030 - Counter Attendant	8.08	
16040 - Dry Cleaner	9.34	
16070 - Finisher, Flatwork, Machine	8.08	
16090 - Presser, Hand	8.08	
16110 - Presser, Machine, Drycleaning		8.08
16130 - Presser, Machine, Shirts		8.08

16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning	15.76

Mechanic	
23411 - Heating, Ventilation And Air Condtioning	16.55
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90

27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17

30462 - Technical Writer II	27.10	
30463 - Technical Writer III	32.79	
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.74
30621 - Weather Observer, Senior	(see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	8.15	
31030 - Bus Driver	9.69	
31043 - Driver Courier	8.97	
31260 - Parking and Lot Attendant		7.25
31290 - Shuttle Bus Driver		9.99
31310 - Taxi Driver	8.21	
31361 - Truckdriver, Light	8.97	
31362 - Truckdriver, Medium		11.61
31363 - Truckdriver, Heavy		12.48
31364 - Truckdriver, Tractor-Trailer		12.48
99000 - Miscellaneous Occupations		
99030 - Cashier	7.46	
99050 - Desk Clerk	9.70	
99095 - Embalmer	22.74	
99251 - Laboratory Animal Caretaker I		16.24
99252 - Laboratory Animal Caretaker II		17.04
99310 - Mortician	22.74	
99410 - Pest Controller	13.28	
99510 - Photofinishing Worker		11.95
99710 - Recycling Laborer		10.76
99711 - Recycling Specialist		16.27
99730 - Refuse Collector		10.24
99810 - Sales Clerk	8.95	
99820 - School Crossing Guard		15.03
99830 - Survey Party Chief		20.30
99831 - Surveying Aide	11.54	
99832 - Surveying Technician		15.00
99840 - Vending Machine Attendant		20.19
99841 - Vending Machine Repairer		23.57
99842 - Vending Machine Repairer Helper		20.19

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid

sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage

rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

EXHIBIT M

COPY OF 2 GAR DIV. 4 § 3114

§3114. Competitive Selection Procedures for Services Specified in §2112 (Authority to Contract for Certain Services and Approval of Contracts) of these Regulations.

(a) **Application.** The provisions of this Section apply to every procurement of the services of accountants, physicians, lawyers, dentists, and other professionals as specified in §2112 (Authority to Contract for Certain Services and Approval of Contracts) of these Regulations.

(b) **Conditions for use of Competitive Selection Procedures.** Except as authorized under 5 GCA §5214 (Sole Source Procurement) or 5 GCA §5215 (Emergency Procurement) of the Guam Procurement Act, competitive selection procedures shall be used for all procurement of the services listed in Section 3114(a) (Application) in excess of \$5,000. Any procurement of such services not in excess of this amount may be procured in accordance with Section 3111 (Small Purchases) of this Chapter.

(c) **Determination Required Prior to Use of Competitive Selection Procedures.** For the purposes of procuring the services specified in § 3114 (a) (Application), any using agency of the territory may act as a Purchasing Agency except as otherwise provided by law. (The Purchasing Agency shall consult with the Chief Procurement Officer or a designee of such office when procuring such services). However, the Chief Procurement Officer may, in his or her discretion, procure services for a using agency when requested. In either case, the head of the using agency or a designee of such officer shall determine in writing, prior to announcing the need for any such services:

- (1) that the services to be acquired are services specified in §3114(a);
- (2) that a reasonable inquiry has been conducted, which shall include requesting the appropriate Personnel Services Department to report on the availability of such personnel, and the territory does not have the personnel nor resources to perform the services required under the proposed contract;
- (3) the nature of the relationship to be established between the using agency and the contractor by the proposed contract; and
- (4) that the using agency has developed, and fully intends to implement, a written plan for utilizing such services which will be included in the contractual statement or work.

(d) **Statement of Qualifications.** When the services specified in §3114(a) (Application) are needed on a recurring basis, the Procurement Officer shall actively solicit persons engaged in providing such services to submit annual statements of qualifications in a prescribed format which shall include the following information:

- (1) technical education and training;
 - (2) general or special experience, certifications, licenses, and membership in professional associations, societies, or boards;
 - (3) an expression of interest in providing a particular service specified in § 3114(a); and
 - (4) any other pertinent information requested by the Procurement Officer.
- Persons may amend statements of qualifications at any time by filing a new statement.

(e) **Public Notice in Competitive Selection Procedures.** Notice of the need for services specified in Section 3114(a) (Application) is made by the Procurement Officer in the form of a Request for Proposals at least ten (10) days before the proposals are due. Adequate public notice shall be given as provided in §3109(f) (Public Notice), and additionally shall consist of distributing Requests for Proposals to persons interested in performing the services required by the proposed contract.

(f) **Request for Proposals.**

(1) Contents. The Request for Proposals shall be in the form specified by the Procurement Officer and contain at least the following information:

- (A) the type of services required;
- (B) a description of the work involved;
- (C) an estimate of when and for how long the services will be required;
- (D) the type of contract to be used;
- (E) a date by which proposals for the performance of the services shall be submitted;
- (F) a statement that the proposals shall be in writing;
- (G) a statement that offerors may designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential;
- (H) a statement of the minimum information that the proposal shall contain, to include:
 - (i) the name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
 - (ii) if deemed relevant by the Procurement Officer, the age of the offeror's business and average number of employees over a previous period of time, as specified in the Request for Proposals;
 - (iii) the abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
 - (iv) a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a period of time, as specified in the Request for Proposals;
 - (v) a plan giving as much detail as is practical explaining how the services will be performed; and
 - (vi) the factors to be used in the evaluation and selection process and their importance.

(2) Evaluation. Proposals shall be evaluated only on the basis of evaluation factors stated in the Request for Proposals. The following factors may be appropriate to use in conducting the evaluation. The relative importance of these and other factors will vary according to the type of services being procured. The minimum factors are:

- (A) the plan for performing the required services;
- (B) ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the personnel proposed to be assigned to perform the services;
- (C) the personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting, and
- (D) a record of past performance of similar work.

(g) Pre-Proposal Conferences . Pre-proposal conferences, as appropriate, may be conducted in accordance with §3109(h) (Pre-Bid Conferences). Such a conference may be held any time prior to the date established for submission of proposals.

(h) Receipt and Handling of Proposals.

(1) **Registration.** Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials. A Register of Proposals shall be established which shall include for all proposals, the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection.

(2) **Requests of Nondisclosure of Data.** If the offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, the head of the agency conducting the procurement or a designee of such office shall examine the request in the proposal to determine its validity prior to entering negotiations. If the parties do not agree as to the disclosure of data in the contract, the head of the agency conducting the procurement or a designee of such officer shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposals or protests under 5 GCA Chapter 5 Article 9 (Legal and Contractual Remedies) of the Guam Procurement Act, the proposal will be so disclosed.

(i) Discussion.

(1) **Discussions Permissible.** The head of the agency conducting the procurement or a designee of such officer shall evaluate all proposals submitted and may conduct discussions with any offeror. The purposes of such discussions shall be to:

(A) determine in greater detail such offeror's qualifications, and

(B) explore with the offeror the scope and nature of the required services, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.

(2) **No Disclosure of Information.** Discussions shall not disclose any information derived from proposals submitted by other offerors, and the agency conducting the procurement shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the offeror awarded the contract shall be opened to public inspection except as otherwise provided in the contract. (See §3114(h)(1), Receipt and Handling of Proposals, Registration).

(3) **Modification or Withdrawal of Proposals.** Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

(j) **Selection of the Best Qualified Offerors .** After conclusion of validation of qualifications, evaluation, and discussion as provided in §3114(i) (Discussions), the head of the agency conducting the procurement or a designee of such officer shall select, in the order of their respective qualification ranking, no fewer than three acceptable offerors (or such lesser number if less than three acceptable proposals were received) deemed to be the best qualified to provide the required services.

(k) **Submission of Cost or Pricing Data.** The offeror determined to be best qualified shall be required to submit cost or pricing data to the head of the agency conducting the procurement at a time specified prior to the commencement of negotiations in accordance with §3118 (Cost or Pricing Data) of these Regulations.

(l) Negotiation and Award of Contract.

(1) **General.** The head of the agency conducting the procurement or a designee of such officer shall negotiate a contract with the best qualified offeror for the required services at compensation determined in writing to be fair and reasonable.

(2) **Elements of Negotiation.** Contract negotiations shall be directed toward:

(A) making certain that the offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services;

(B) determining that the offeror will make available the necessary personnel and facilities to perform the services within the required time; and

(C) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

(3) Successful Negotiation of Contract with Best Qualified Offeror. If compensation, contract requirements, and contract documents can be agreed upon with the best qualified offeror, the contract shall be awarded to that offeror.

(4) Failure to Negotiate Contract With Best Qualified Offeror.

(A) If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified offeror, a written record stating the reasons therefore shall be placed in the file and the head of the agency conducting procurement or a designee of such officer shall advise such offeror of the termination of negotiations which shall be confirmed by written notice within three days.

(B) Upon failure to negotiate a contract with the best qualified offeror, the head of the agency conducting the procurement or the designee of such officer may enter into negotiations with the next most qualified offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that offeror. If negotiations again fail, negotiations shall be terminated as provided in Subsection 3114(l)(4)(a) of this Section and commence with the next qualified offeror.

(5) Notice of Award. Written notice of award shall be public information and made a part of the contract file.

(6) Failure to Negotiate Contract with Offerors Initially Selected as Best Qualified. Should the head of the agency conducting the procurement or a designee of such officer be unable to negotiate a contract with any of the offerors initially selected as the best qualified offerors, offers may be resolicited or additional offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with Subsection 3114(l)(4) of this Section until an agreement is reached and the contract awarded.

(m) Memorandum of Evaluation and Negotiation. At the conclusion of negotiations resulting in the award of the contract, the head of the agency conducting the procurement or a designee of such officer shall prepare a memorandum setting forth the basis of award including:

(1) how the evaluation factors stated in the Request for Proposals were applied to determine the best qualified offerors; and

(2) the principal elements of the negotiations including the significant considerations relating to price and the other terms of the contract. All memoranda shall be included in the contract file and be available for public inspection.

(n) Approval of Contracts for Legal Services. As provided by §2111 (Authority to Contract for Certain Service, Approval of Contracts for Legal Services) of these Regulations, no contract for the services of legal counsel may be awarded without the approval of the Attorney General.

(o) Reports. The head of each using agency shall submit annually to the Chief Procurement Officer a listing of all contracts awarded under §3114 of these Regulations in the preceding fiscal year. The report shall identify the parties to the contract, the contract amount, duration, and the services to be performed thereunder.

EXHIBIT N

GOVERNMENT OF GUAM ADMINISTRATIVE PROCEDURES

A. Good Faith Negotiations

Both teams shall be fully committed to good faith negotiations. Both teams shall carefully and respectfully listen to the other and shall make best efforts to reach satisfactory agreements on all issues. Both teams shall fully cooperate in providing any clarification or documentation reasonably requested by the other. If one team disagrees with a position taken by the other, the disagreeing team will detail its concerns, which will be duly considered and responded to by the other team.

B. Expenses

The Government will make every effort to secure a site conducive to negotiations on Government facilities. In the event such arrangements cannot be made, the offerors will make such arrangements. If arrangements are made by the offeror, expenses relating to the accommodations for the negotiations site are the responsibility of the offeror. The site will include basic office equipment and a caucus room for both parties. Equipment includes a flip chart or white board, access to a telephone, facsimile machine and a photocopier machine. The offeror will advise the Government of Guam of the negotiation site for the approval of the Government.

C. Confidentiality

1. During the course of the negotiations, no matters regarding the negotiations shall be discussed with anyone except members of the negotiating teams or officials of either the Government of Guam or the Insurance Company who are directly involved with the negotiations.
2. Utmost care shall be taken to ensure that no other person gains access to any negotiation information or materials.

D. Media/Ex Parte Communications

If any communications are to be made to the media or other persons outside those immediately involved in the negotiations, such communications shall be prepared and presented jointly by the negotiating teams. Further, except for necessary information on benefits and administration, no carrier shall release any information to the media, or to any enrollee or other person regarding any aspect of the plan, including its profitability or the reasons for rate or benefit changes, without the Government of Guam's written approval.

E. Copies

If one team submits a document to the other team, the submitting team shall, at the same time, provide a copy of such document to each member of the other team.

F. Caucusing

1. Either team may call a caucus at any time. However, both teams shall make best efforts to consolidate issues to discuss during caucuses and to use the designated caucus times rather than interrupting the negotiations.
2. The team calling the caucus may remain in the negotiating room and the other team will excuse itself, unless otherwise agreed.

G. Negotiated Changes

Negotiated contractual changes shall be memorialized in writing and signed by the authorized insurance representative and Chairperson during the negotiations and, if needed, taped at the conclusion of the negotiations.

H. Tape Recording

1. In general, the negotiations will not be tape recorded, except that agreements reached during the negotiations may be taped at the conclusion of the negotiations.
2. Notwithstanding the provisions of paragraph H.1 above, either team shall be entitled to tape sections or all of the

negotiations, if they so desire, provided they notify the other team before they begin the taping.

I. Allotted Time

Each offeror's negotiations shall be concluded within three days. If additional time is requested by the plan, such may be granted by the Government of Guam's team at its sole option.

J. Impasses

1. If the teams cannot reach an agreement on a particular issue, that issue shall be set aside, if at all possible, and the negotiations proceeded with. Such issue may be revisited at a later stage in the negotiations.
2. If an agreement is not reached on all issues by the close of the negotiations, the Government of Guam's team will recommend against contracting with such Insurance Company.

K. Approval by the Governor

All written or taped agreements made by the Government of Guam's negotiating team are subject to the final approval by the Governor of Guam.

L. Other Approval

Each insurance company shall have a final decision maker at the negotiating table at all times. However, if the commitments made require approval from a company officer or board not at the negotiating table, the Insurance Company shall disclose the officer's name and title or the name of the board on the following line: _____.

M. Marketing

The plan selected shall comply with the Government of Guam's Marketing Guidelines (Exhibit O). No plan shall market its proposed plan to Government of Guam employees or retirees or dependents thereof prior to receiving written approval from the Director of the Department of Administration.

N. Agreement to Administrative Procedures

The Government of Guam and the Insurance Company shall adhere to these administrative procedures, which are pertinent to the Group Health Insurance Negotiations.

Insurance Company: _____

Print/Signature/Date: _____

EXHIBIT O
GOVERNMENT OF GUAM
MARKETING GUIDELINES FOR HEALTH INSURANCE CARRIERS

These marketing guidelines apply to all Health insurance carriers contracting with or intending to contract with the Government of Guam.

A. MARKETING MATERIALS

1. Each carrier is required to follow the SOB format for publication and inclusion in the marketing brochures. No deviation to the format is allowed. SOB format will be provided by the Government of Guam to carriers awarded a contract.
2. Each carrier shall prepare a Government of Guam plan brochure, setting forth the benefits and conditions of the plan, for distribution to subscribers and prospective subscribers. Brochures must identify items such as cheat sheet, Q & A's, highlights of changes, information on how to access benefits and changes to benefits should they become Medicare eligible, guidance to seek assistance at urgent care as supposed to GMHA in case of non-emergency situations, etc.
3. Carriers must insert language advising subscribers that providers change during the contract period.
4. Carriers must provide a listing of providers who accept Medicare in the RSP brochure.
5. Carriers shall make available, upon requests, marketing products to include provisions of alternative format/services (audio tape, radio announcements, large print braille, and use of ASL Interpreters, open/closed captions for videos, ASCII, HTML or word processing form on a computer diskette or CD, or HTML on an accessible website) upon request.
6. Each carrier may prepare other marketing materials, including newspaper and other media advertising copy, in addition to those required in paragraphs 1 above. Each carrier may also include with the marketing materials company-branded items such as pens, pencils, note pads, ID card wallets, and other similar items. The aggregate value of such items *shall not* exceed Five Dollars (\$5.00) per set of marketing materials.
7. All marketing materials, including company-branded items, must be submitted to the Government of Guam's Director of the Department of Administration or his or her designee with a written statement signed by an appropriate officer of the carrier certifying that the materials have been prepared in accordance with these guidelines.
8. The Government of Guam's Director of the Department of Administration must approve the content of all marketing materials and company-branded items in writing. Such written approval, however, does not guarantee the carrier that its marketing materials will be free from future scrutiny or that the carrier will not attract penalties should the marketing materials later be determined to be out of compliance with these guidelines.
9. Marketing materials and company-branded items which have not been approved for content may not be distributed or displayed. Further, no marketing materials may be distributed or displayed prior to the date specified in writing by the Director of the Department of Administration. No marketing materials will be approved for distribution or display prior to the conclusion of negotiations with all carriers.
10. Once approved for content and distribution and display, all marketing materials, excluding newspaper and other media advertising copy, must be made available to the Government of Guam subscribers, prospective subscribers, agencies and departments as quickly as possible.

B. MARKETING STANDARDS

1. All marketing materials, including newspaper and other media advertising and open enrollment presentations, must be truthful and not misleading.
2. All marketing materials must be worded simply, clearly and concisely so that they are readily understandable.

3. All marketing materials must contain sufficient detail to ensure accuracy.
4. At least the plan brochure should contain a statement that full details of the plan are contained in the carrier's contract with the Government of Guam.
5. If an insurance company markets wrongful products, benefits or advertises in their brochure incorrect information, the insurance company must place at least 2 media advertisements, in addition to giving memos to all enrollees, satisfactory to DOA, of correct version. Plans must also prepare an insert of corrected information and include it in all brochures, if not already corrected the language in the brochure.

D. PENALTIES FOR NON-COMPLIANCE

1. Failure to conform to these guidelines may result in corrective action by the Department of Administration. Such corrective action will be appropriate to the circumstances. For example, if a carrier indicates benefits or other plan provisions that are more favorable to enrollees than those specified in the Government of Guam contract, the carrier will be required to provide those more generous benefits or provisions without additional compensation for the entire contract year(s).
2. Interpretation and enforcement of these guidelines *shall be at the sole discretion* of the Director of the Department of Administration. The Government of Guam shall have no liability with regard to the alleged or actual failure to enforce these guidelines.

E. EXPENSES

1. A Personnel/Payroll Officers meeting will be conducted prior to the Open Enrollment Period. The **purpose of this meeting** is to advise all department representatives of the benefits available and premiums for the Health insurance program. The insurance company awarded the contract will secure and absorb the cost of the Personnel/Payroll Officers Meeting. The insurance company shall make best efforts to limit its costs to those items necessary to meet the purpose of the meeting. Specifications will be provided by the Government.
2. All expenses involved in the preparation and distribution of marketing materials shall be borne by the respective carrier. The Government of Guam shall have no liability with regard to any marketing materials or any costs which may be incurred because of any alleged or actual delay in the approval or a carrier's marketing materials."

F. AGREEMENT TO MARKETING GUIDELINES

By signing below, the offeror agrees to comply with the Marketing Guidelines.

Insurance Company: _____

Print/Signature/Date _____

EXHIBIT P

GOVERNMENT OF GUAM
GROUP HEALTH INSURANCE PROGRAM
PREMIUM AND RETENTION QUOTATION
FOR CONTRACT YEAR _____ TO _____

Please see Excel File for Pricing Templates – these must be completed and returned via Excel file as well as PDF file.

Instructions for Completing Form GHI-1

Premium and Retention Quotations

Instructions

1. The following exhibits labeled "Exhibit P" correspond to line items on Exhibit B Part 3. Each following exhibit has also been provided in the Excel file to be completed. Each line item in Exhibit B Part 3 is a plan design scenario to be priced within the appropriate excel sheet provided. For example, line item 1 on Exhibit B Part 3 states "PPO1500 deductible plan: evaluation for total annual premium without adjustments for alternative plan designs 1-9 requested in Exhibit G". The costs for this plan should be provided in the Excel sheet labeled "Exhibit B Part 3 #1".

Line items #1 through #5 have their own Excel sheets. Line items #6 through #15 are combined onto one Excel sheet.

2. Compute the expected annual premium, using the monthly premium rates entered on the form and the enrollment as of December 2014 provided in Exhibit E.
3. Enter the percent of premiums you expect to use to pay for hospital, surgical, medical and similar services.
4. Subtract the percent in 2 from 100.
5. Show the percent of total premiums to be used for each of the various expense categories listed. Show if you will incur no expense in a category.
6. A brief explanation of the method of calculating the items shown should be furnished. An additional page may be used if desired. Where the expense has to be charged to the plan based on cost accounting techniques, as in item E, the method to allocate significant expense categories to the Government of Guam plan should be explained.
7. Some of the expenses listed in item 4 will not ordinarily change proportionally if the premium is more or less than expected. This question is designed to get an understanding of this effect in your organization.
8. Many companies allow interest to a group policyholder on the difference between premiums received and the total of expenses incurred and claims paid. You should indicate if you would allow this interest and the rate applicable for the contract year you are bidding on. If you will allow interest only on part of the funds, such as an unrevealed claim reserve, you should show what funds you do allow interest on.

Exhibit P (Exhibit B Part 3, #1)
Premium and Retention Quotation for
Contract Year October 2017 to September 2018

1) GovGuam Proposed FY18 PPO1500 Plan

Monthly Premium Proposed

Class	Active Employees	Retirees below age 65	Retirees age 65 and over
I. Single			
II. Single + Spouse			
III. Single + Child(ren)			
IV. Single + Family			

1. Anticipated total premium in contract year assuming December 2015 enrollment provided in RFP	
2. Percent of premium to be used to pay incurred claims or refunds to employees (assuming December 2015 enrollment provided in RFP)	
3. Balance of premium, in percent	
4. Disposition of balance of premium, in percent:	
A. Commissions	None
B. Administrative Services or other fees	
C. Claim payment expense	
D. Reinsurance expense	
E. General and overhead Expense	
F. Gross receipts tax	
G. Increase in Returnable reserves	
H. Charges for risks or contingencies	
I. Profit	
J. Total (must equal 3 above)	
5. Please explain how items 4C, D, E, G, H and I are computed	
6. How will these expenses in percentages be affected if employees covered are 25% more or less than shown in 2?	
7. Will interest be allowed on unrevealed claim reserves and other funds of the Government of Guam held by the undersigned?	
8. If yes, at what rate?	

Exhibit P (Exhibit B Part 3, #2)
 Premium and Retention Quotation for
 Contract Year October 2017 to September 2018

2) GovGuam Proposed FY17 HSA2000 Plan

Monthly Premium Proposed

Class	Active Employees	Retirees below age 65	Retirees age 65 and over
I. Single			
II. Single + Spouse			
III. Single + Child(ren)			
IV. Single + Family			

1. Anticipated total premium in contract year assuming December 2015 enrollment provided in RFP	
2. Percent of premium to be used to pay incurred claims or refunds to employees (assuming December 2014 enrollment provided in RFP)	
3. Balance of premium, in percent	
4. Disposition of balance of premium, in percent:	
A. Commissions	None
B. Administrative Services or other fees	
C. Claim payment expense	
D. Reinsurance expense	
E. General and overhead Expense	
F. Gross receipts tax	
G. Increase in Returnable reserves	
H. Charges for risks or contingencies	
I. Profit	
J. Total (must equal 3 above)	
5. Please explain how items 4C, D, E, G, H and I are computed	
6. How will these expenses in percentages be affected if employees covered are 25% more or less than shown in 2?	
7. Will interest be allowed on unrevealed claim reserves and other funds of the Government of Guam held by the undersigned?	
8. If yes, at what rate?	

Exhibit P (Exhibit B Part 3, #3)
Premium and Retention Quotation for
Contract Year October 2017 to September 2018

3) GovGuam Proposed FY18 Dental Plan (for those enrolled in PPO1500 or HSA2000 Plans)

Monthly Premium Proposed

Class	Active Employees	Retirees below age 65	Retirees age 65 and over
I. Single			
II. Single + Spouse			
III. Single + Child(ren)			
IV. Single + Family			

1. Anticipated total premium in contract year assuming December 2015 enrollment provided in RFP	
2. Percent of premium to be used to pay incurred claims or refunds to employees (assuming December 2014 enrollment provided in RFP)	
3. Balance of premium, in percent	
4. Disposition of balance of premium, in percent:	
A. Commissions	None
B. Administrative Services or other fees	
C. Claim payment expense	
D. Reinsurance expense	
E. General and overhead Expense	
F. Gross receipts tax	
G. Increase in Returnable reserves	
H. Charges for risks or contingencies	
I. Profit	
J. Total (must equal 3 above)	
5. Please explain how items 4C, D, E, G, H and I are computed	
6. How will these expenses in percentages be affected if employees covered are 25% more or less than shown in 2?	
7. Will interest be allowed on unrevealed claim reserves and other funds of the Government of Guam held by the undersigned?	
8. If yes, at what rate?	

Exhibit P (Exhibit B Part 3, #4

4) Provide the percentage of guaranteed retention for the proposed FY18 PPO15000, HSA2000, Dental and RSP.

Guaranteed Retention	Percentage
1) PPO 1500	
2) HSA 2000	
3) Dental	
4) RSP	

Exhibit P (Exhibit B Part 3, #5a)
Premium and Retention Quotation for
Contract Year October 2017 to September 2018

5a) Quote for a Retiree Supplemental Plan for all eligible retirees, survivors age 65 and older, and eligible retirees and survivors under age 65 years of ages with a disability or ESRD. This will be a stand- alone product to be made available to eligible retirees and/or survivors who are insured with Medicare Parts A & B, and to those eligible retirees and survivors who have Medicare parts A & B due to a disability or ESRD. Assume that an eligible subscriber who would otherwise enroll in Class I PPO or HSA plan may enroll in the Retiree Supplemental Plan (RSP). Include any impact to proposed rates for the PPO 1500 and HSA2000.

Retiree Supplemental Plan
Monthly Premium Proposed

Class	Active Employees	Retirees below age 65	Retirees above age 65
I. Single			
II. Single + Spouse			

Adjusted to PPO 1500 plan rates (if any) due to RSP

Class	Active Employees	Retirees below age 65	Retirees above age 65
I. Single			
II. Single + Spouse			

Adjustment to HSA plan rates (if any) due to RSP

Class			
I. Single			
II. Single + Spouse			

Exhibit P (Exhibit B Part 3, #5b)
Premium and Retention Quotation for
Contract Year October 2017 to September 2018

5b) Dental coverage for Retiree Supplemental Plan participants

Dental Plan for Retiree Supplemental Plan participants

Monthly Premium Proposed

Class	Active Employees	Retirees below age 65	Retirees above age 65
I. Single			
II. Single + Spouse			

Adjustment to Dental Plan rates for Actives (if any) due to Retiree Dental Plan

Class	Active Employees	Retirees below age 65	Retirees above age 65
I. Single			
II. Single + Spouse			

Exhibit P (Exhibit B Part 3, #6)
Premium and Retention Quotation for
Contract Year October 2017 to September 2018

6) Foster Plan

In-Network Benefits Covered at 100%
Monthly Premium Proposed

a) Medical Plan	Child
I. Single	
b) Dental Plan	Child
I. Single	

Exhibit P (Exhibit B Part 3, #8)				
Alternative Plan Design Components Question #8				
Plan Design Alternatives	Provide Rate Impact			
	PPO1500	HSA2000	RSP	Dental
7) Autism Spectrum Disorder benefit				
8) Combined premium rate for active employees, retirees, survivors and covered dependents.				

EXHIBIT Q

COMPLIANCE WITH Title 4 GCA § 4302 (g)

REPORTING GUIDELINES FOR HEALTH INSURANCE CARRIERS

These reporting guidelines apply to all health insurance carriers (including health insurance companies and health maintenance organizations) contracting with or intending to contract with the Government of Guam.

A. Monthly Reporting

Each carrier shall provide the following reports on a monthly claims paid basis, in electronic format, to The Government of Guam and the Consultant representing the Government of Guam:

1. Paid (not incurred) claims by month & by plan, separated by Medical, Drug, Vision, and Dental

Month	Plan	Employer-Payor (Department)	Claim Category	Claim Count	Amount

2. Enrollment by month, by plan, by class/tier and any other subgroup levels as requested by the Government

Month_Year	Payor (Dept)	Member	Plan	Class	Enrollment Total

3. Total paid premiums by month

Date	Payor (Dept)	Premiums Paid

4. Large claim information (dollar amounts, by plan, and diagnosis, not including any personal identifiers)

Claim_ID	Month Year	Plan	Claim Type	Amount	Drug	Diagnosis	Provider

5. Claims by type of service (i.e. hospital, physician, ER, etc.)

Plan	Service	Amount

6. Top Rx usage (highest utilized drugs) by volume and by cost

Month Year	Brand Name	Generic Name	Number of Scripts	Total Claim Cost

7. Utilization information (average cost of hospital stay, number of physician visits, etc.)

Utilization	Month Year	HSA2000	PPO1500	Retiree HSA2000	Retiree PPO1500	Retiree RSP
Number Of Hospital Confinements						

Number Of Days Hospitalized						
Average Days Of Confinement						
Average Hospital Charges						
Average Hospital Payments						
Number of Outpatient Physician Visits						
Average Cost of Outpatient Physician Visits						
Average Hospital Charges						
Average Hospital Payments						
Professional Procedures						
Average Cost of Professional Procedures						
Number of Brand Prescriptions Filled						
Number of Generic Prescriptions Filled						
Average Brand Prescriptions Cost						
Average Brand Generic Cost						

8. Gym Utilization

DEPARTMENT	EMPLOYEE Memberships	DEPENDENTS Memberships	MONTHLY Premiums	Premiums To Date
DOA				
GIAA				
GCC				
GHURA				
GUAM HOUSNG				
LEGISLATURE				
GMHA				
GPA				
GPSS				
GVB				
GWA				
PAG				
PUBLIC DEFENDER				
RETIREE/SURVIVOR				
UOG				
RETIREMENT STAFF				
TOTAL				

Attendance by Month

MONTH	GOVGUAM
OCTOBER	
NOVEMBER	
DECEMBER	
JANUARY	
FEBRUARY	
MARCH	
APRIL	
MAY	
JUNE	
JULY	
AUGUST	
SEPTEMBER	

The cumulative data for the current fiscal year is due no later than the 5th of each month, with the run date of the report.

In addition, quarterly data submissions are required by the 5th of the month immediately following the end of the quarter. The penalty for non-compliance of this statutory requirement is 2.5% of monthly premiums. This amount will be refunded to the Government of Guam for each quarter the above data is not provided as specified in Public Law 30-93.

AGREEMENT TO REPORTING GUIDELINES

By signing below, the offeror agrees to comply with the reporting guidelines and that this agreement will be incorporated as an addendum into the contract.

Health Plan: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT R
GOVERNMENT OF GUAM
Data Requirements

Subject to 4 GCA § 4302 (g), the Offeror must satisfy at a minimum the monthly data requirements outlined below. Plans must also submit a corresponding data dictionary describing the data provided.

1. A unique contract identifier that links detailed demographic, claims utilization, and cost information
2. Enrollment by Plan, Tier/Class, Employment Status, and other Subgroups as required by the Government
3. Patient demographics including date of birth, gender, and relationship to subscriber
4. Medical, Dental, Vision and Wellness claims by line detail, including:
 - a. Diagnosis code (ICD9 or ICD10)
 - b. Procedure codes (CPT, HCPC, CDT)
 - c. Revenue codes
 - d. Service dates
 - e. Service provider, including:
 - i. Name
 - ii. Tax ID
 - iii. Provider ID
 - iv. Specialty code
 - v. City
 - vi. State
 - vii. Zip code
 - f. Plan payments
 - g. Member payment responsibility, including:
 - i. Copay
 - ii. Coinsurance
 - iii. Deductible
 - h. Claim paid date
 - i. Type of bill
 - j. Facility type
5. Prescription Drug claims by line detail, including:
 - a. NDC codes
 - b. Formulary tier identifier
 - c. Pharmacy, including:
 - i. Name
 - ii. Provider ID
 - iii. City
 - iv. State
 - v. Zip code
 - d. Plan payments
 - e. Member payment responsibilities, including:
 - i. Copay
 - ii. Coinsurance
 - iii. Deductible
 - f. Claim paid date
 - g. Injectable drug indicator
 - h. GPI number
 - i. Ingredient cost
 - j. Dispensing fee
 - k. Rebate
6. Gym Utilization / Membership
 - a. Data to capture utilization information as follows:
 - i. Number of members per month utilizing the gym;

- ii. Frequency of use per member per month;
 - iii. Census data by age, gender, and by active/retiree/dependents;
 - iv. Same reporting frequency as medical claims data.
7. Any other detailed demographic, claims utilization, or cost information requested by the Invitation to Bid (ITB) negotiation team for the fiscal year following the current fiscal year.

EXHIBIT S
GOVERNMENT OF GUAM

GovGuam PPO1500 Schedule of Benefits

Your Benefits: What your plan covers	Participating Providers	Non-Participating Providers
Deductible Per Individual Member	\$1,500	\$3,000
Deductible Per Family If a member meets their \$1,500 deductible, the plan begins to pay for covered services for that individual	\$3,000	\$9,000
Coverage Maximums Individual member annual maximum	None	None
Out of Pocket Maximums (including accumulated deductible and copays) Per Individual member per policy year Per Family per policy year	\$3,000 \$9,000	No Maximum
Any Services in the Philippines, Hawaii & the U.S. Mainland (Pre-Certification Required)	Requires a referral from your doctor and approval in advance from the plan	
Deductible and Co-Pay do not apply to these benefits when you go to a Participating Provider:	Participating Providers	Non-Participating Providers (after deductible is met)
Preventative Services (Out-Patient Only) In accordance with the guidelines established by the U.S. Preventive Services Task Force (USPSTF) Grades A and B recommendations <ul style="list-style-type: none"> Members may choose to receive age appropriate annual physical in the Philippines with no dollar limit Includes preventive lab tests 	Plan pays 100%	Not Covered
Immunizations/Vaccinations In accordance with the guidelines established by the Advisory Committee on Immunization Practices	Plan pays 100%	Not Covered
Pre-Natal Care Including Routine Labs and 1st Ultrasound	Plan pays 100%	Not Covered
Well-Child Care Infancy (Newborn to nine months) Maximum seven visits Early Childhood (One to four years old) Maximum seven visits Middle Childhood / Adolescence (Five to 17 years old) Maximum one visit/year In accordance with the Bright Futures/American Academy of Pediatrics recommendations for Preventive Pediatric Health Care	Plan pays 100%	Not Covered
Well-Woman Care In accordance with the guidelines supported by the Health Resources and Services Administration (HRSA) Including Tubal Ligation	Plan pays 100%	Not Covered
Deductible does not apply to these benefits when you go to a Participating Provider:	Participating Providers	Non-Participating Providers (after deductible is met)
Annual Eye Exam Once per Member per Plan Year	Plan Pays 100%	Not Covered

Outpatient Physician Care & Services 1. Primary Care Visits 2. Specialist Care Visits 3. Voluntary Second Surgical Opinion 4. Home Health Care Visit 5. Hospice Care in Guam only, maximum 180 days (Pre-Certification Required) 6. Outpatient Laboratory 7. X-Ray Services 8. Injections (Does not include those on the Specialty Drugs List and Orthopedic injections) 9. Urgent Care	\$20 Member Co-Pay	Plan pays 70%* Member pays 30%
	\$40 Member Co-Pay	Plan pays 70%* Member pays 30%
	\$40 Member Co-Pay	Plan pays 70%* Member pays 30%
	\$0 Member Co-Pay	Plan pays 70%* Member pays 30%
	\$40 Member Co-Pay	Not Covered
	\$20 Member Co-Pay	Plan pays 70%* Member pays 30%
	\$20 Member Co-Pay	Plan pays 70%* Member pays 30%
	\$20 Member Co-pay	Plan pays 70%* Member pays 30%
	\$10 Member Co-Pay	Plan pays 70%* Member pays 30%
Prescription Drugs		
1. Formulary generic drugs per prescription unit	\$15 Member Co-Pay (30 day supply)	Plan pays 50% of Average Wholesale Price
2. Formulary brand name drugs per prescription unit	\$30 Member Co-Pay (30 day supply)	Plan pays 50% of Average Wholesale Price
3. Mail Order	\$0 Member Co-Pay	Plan pays 50% of Average Wholesale Price
4. Non-Formulary (Medically Necessary Only and Pre-Certification Required)	\$30 Member Co-Pay (30 day supply)	Plan pays 50% of Average Wholesale Price
5. Specialty Drugs (Medically Necessary Only and Pre-Certification Required)	\$60 Member Co-Pay (30 day supply)	Not Covered
Deductible must be met for the following services:		
	Participating Providers (after deductible is met)	Non-Participating Providers (after deductible is met)
Acupuncture 30 visits per member per plan year	Plan pays 80%; Member pays 20%	Not Covered
AIDS Treatment Exclusive of Experimental drugs	Plan pays 80%; Member pays 20%	Not Covered
Airfare Benefit to Centers of Excellence only For members who meet qualifying conditions, Plan provides roundtrip airfare (Plan Approval Required)	Plan pays 100%	Not Covered
Allergy Testing \$1000 per member per plan year	Plan pays 80%; Member pays 20%	Plan pays 70%*, Member pays 30%
Ambulatory Surgi-center Care (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Blood & Blood Derivatives	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Breast Reconstructive Surgery (In accordance with 1998 W.H.C.R.A)	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Cardiac Surgery	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Cataract Surgery Outpatient Only (including conventional lens)	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Chemical Dependency	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Chemotherapy Benefit	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Chiropractic Care 30 visits per member per plan year	Plan pays 80%; Member pays 20%	Not Covered
Congenital Anomaly Diseases Coverage	Plan pays 80%; Member pays 20%	Not Covered
Diagnostic Testing MRI, CT scan, and other diagnostic procedures (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%

Durable Medical Equipment (DME) The lesser amount between the Purchase or Rental of crutches, walkers, wheelchairs, hospital beds, suction machines, nebulizer machine, C Pap machine or oxygen and accessories when prescribed by a Physician (Pre-Certification Required)	Plan pays 80%; Member pays 20% of the total rental cost or purchase	Not Covered
Elective Surgery (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Emergency Care 1. On/Off Island emergency facility, physician services, laboratory, X-rays 2. Ambulance Services (Ground Transportation Only) For off-island emergencies, Plan must be contacted and advised within 48 hours	Plan pays 80%; Member pays 20%	Plan pays 80% Member pays 20%
End Stage Renal Disease / Hemodialysis	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Hearing Aids Maximum \$500 per member per plan year	Plan pays 80%; Member pays 20%	Not Covered
Hospitalization & Inpatient Benefits 1. Room & Board for a semi-private room, intensive care, coronary care and surgery 2. All other inpatient hospital services including laboratory, x-ray, operating room, anesthesia and medication 3. Physician's hospital services	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Implants Limited to cardiac pacemakers, heart valves, stents, Intraocular lenses, orthopedic internal prosthetic devices (Limitations apply, please refer to contract)	Plan pays 80%; Member pays 20%	Plan pays 50%* Member pays 50%
Inhalation Therapy	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Maternity Care Labor and Delivery	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Mental Health Care	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Nuclear Medicine (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Occupational Therapy 20 Visits per Plan Year (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Not Covered
Organ Transplant – including but not limited to: Heart, Lung, Liver, Kidney, Pancreas, Intestine, Bone Marrow, Cornea	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Orthopedic Conditions Internal and External Prosthesis	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Physical Therapy (Pre-Certification Required)	Plan pays 80% for the first 20 visits and 50% thereafter	Plan pays 70%* Member pays 30%
Radiation Therapy (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Robotic Surgery/Robotics Suite (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%

Skilled Nursing Facility Maximum 60 days per member per plan year (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Sleep Apnea Diagnostics and Therapeutic Procedure (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Not Covered
Sterilization Procedures Vasectomy (Outpatient Only)	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Additional Benefits: What the Plan Covers		
Wellness and Fitness Benefit		
1. Wellness Benefit at a Wellness Center (Pre-Certification Required)	Plan pays 80% Member pays 20%	Not Covered
2. Fitness Benefit Plans must base their quote on an enrollment cap of 10,000 members	Plan pays 100%	Not Covered

* Of Eligible Charges

EXHIBIT S (continued)
GOVERNMENT OF GUAM

GovGuam HSA2000 Schedule of Benefits

Your Benefits: What your plan covers	Participating Providers	Non-Participating Providers
Deductible Per Individual Member	\$2,000	\$4,000
Deductible Per Family If a member meets their \$2,600 deductible, the plan begins to pay for covered services for that individual	\$4,000	\$12,000
Coverage Maximums Individual member annual maximum	None	None
Out of Pocket Maximums (including accumulated deductible and copays) Per Individual member per policy year Per Family per policy year	\$4,000 \$12,000	No Maximum
Any Services in the Philippines, Hawaii & the U.S. Mainland (Pre-Certification Required)	Requires a referral from your doctor and approval in advance from the plan	
Deductible and Co-Pay do not apply to these benefits when you go to a Participating Provider:	Participating Providers	Non-Participating Providers (after deductible is met)
Preventative Services (Out-Patient Only) In accordance with the guidelines established by the U.S. Preventive Services Task Force (USPSTF) Grades A and B recommendations	Plan pays 100%	Not Covered
Immunizations/Vaccinations In accordance with the guidelines established by the Advisory Committee on Immunization Practices	Plan pays 100%	Not Covered
Pre-Natal Care Including Routine Labs and 1st Ultrasound	Plan pays 100%	Not Covered
Well-Child Care Infancy (Newborn to nine months) Maximum seven visits Early Childhood (One to four years old) Maximum seven visits Middle Childhood / Adolescence (Five to 17 years old) Maximum one visit/year In accordance with the Bright Futures/American Academy of Pediatrics recommendations for Preventive Pediatric Health Care	Plan pays 100%	Not Covered
Well-Woman Care In accordance with the guidelines supported by the Health Resources and Services Administration (HRSA) Includes Tubal Ligation	Plan pays 100%	Not Covered
Deductible must be met for the following services:	Participating Providers (after deductible is met)	Non-Participating Providers (after deductible is met)
Acupuncture 30 visits per member per plan year	Plan pays 80%; Member pays 20%	Not Covered
AIDS Treatment Exclusive of Experimental drugs	Plan pays 80%; Member pays 20%	Not Covered
Airfare Benefit to Centers of Excellence only For members who meet qualifying conditions, Plan provides roundtrip airfare (Plan Approval Required)	Plan pays 100%	Not Covered
Allergy Testing	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%

\$1000 per member per plan year		
Ambulatory Surgi-center Care (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Annual Eye Exam Once per Member per Plan Year	\$20 Member Co-Pay Covered in Guam Only	Not Covered
Blood & Blood Derivatives	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Breast Reconstructive Surgery (In accordance with 1998 W.H.C.R.A)	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Cardiac Surgery	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Cataract Surgery Outpatient Only (including conventional lens)	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Chemical Dependency	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Chemotherapy Benefit	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Chiropractic Care 30 visits per member per plan year	Plan pays 80%; Member pays 20%	Not Covered
Congenital Anomaly Diseases Coverage	Plan pays 80%; Member pays 20%	Not Covered
Diagnostic Testing MRI, CT scan, and other diagnostic procedures (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Durable Medical Equipment (DME) The lesser amount between the Purchase or Rental of crutches, walkers, wheelchairs, hospital beds, suction machines, nebulizer machine, C Pap machine or oxygen and accessories when prescribed by a Physician (Pre-Certification Required)	Plan pays 80%; Member pays 20% of the total rental cost or purchase	Not Covered
Elective Surgery (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Emergency Care 1. On/Off Island emergency facility, physician services, laboratory, X-rays 2. Ambulance Services (Ground Transportation Only) For off-island emergencies, Plan must be contacted and advised within 48 hours	Plan pays 80%; Member pays 20%	Plan pays 80%* Member pays 20%*
End Stage Renal Disease / Hemodialysis	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Hearing Aids Maximum \$500 per member per plan year	Plan pays 80%; Member pays 20%	Not Covered
Hospitalization & Inpatient Benefits 1. Room & Board for a semi-private room, intensive care, coronary care and surgery 2. All other inpatient hospital services including laboratory, x-ray, operating room, anesthesia and medication 3. Physician's hospital services	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Implants Limited to cardiac pacemakers, heart valves, stents, Intraocular lenses, orthopedic internal prosthetic devices (Limitations apply, please refer to contract)	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Inhalation Therapy	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Maternity Care Labor and Delivery	Plan pays 80%; Member pays 20%	Plan pays 70%* Member pays 30%
Mental Health Care	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Nuclear Medicine (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%

Occupational Therapy 20 Visits per Plan Year (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Not Covered
Organ Transplant – including, but not limited to: Heart, Lung, Liver, Kidney, Pancreas, Intestine, Bone Marrow, Cornea	Plan pays 80%; Member pays 20%	Plan pays 50%*Member pays 50%
Orthopedic Conditions Internal and External Prosthesis	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Outpatient Physician Care & Services 1. Primary Care Visits 2. Specialist Care Visits 3. Voluntary Second Surgical Opinion 4. Home Health Care Visit 5. Hospice Care in Guam only, maximum 180 days (Pre-Certification Required) 6. Outpatient Laboratory 7. X-Ray Services 8. Injections (Does not include those on the Specialty Drugs List and Orthopedic injections)	\$20 Member Co-Pay \$40 Member Co-Pay \$40 Member Co-Pay \$20 Member Co-Pay \$40 Member Co-Pay \$20 Member Co-Pay \$20 Member Co-Pay \$20 Member Co-pay	Plan pays 50%* Member pays 50% Plan pays 50%* Member pays 50% Plan pays 50%* Member pays 50% Plan pays 50%* Member pays 50% Not Covered Plan pays 50%* Member pays 50% Plan pays 50%* Member pays 50% Plan pays 50%* Member pays 50%
Physical Therapy (Pre-Certification Required)	Plan pays 80% for the first 20 visits and 50% thereafter	Plan pays 50%*, Member pays 50%
Prescription Drugs 1. Formulary generic drugs per prescription unit 2. Formulary brand name drugs per prescription unit 3. Mail Order 4. Non-Formulary (Medically Necessary Only and Pre-Certification Required) 5. Specialty Drugs (Medically Necessary Only and Pre-Certification Required)	\$15 Member Co-Pay (30 day supply) \$30 Member Co-Pay (30 day supply) \$0 Member Co-Pay \$30 Member Co-Pay (30 day supply) \$60 Member Co-Pay (30 day supply)	Plan pays 50% of Average Wholesale Price Plan pays 50% of Average Wholesale Price Plan pays 50% of Average Wholesale Price Plan pays 50% of Average Wholesale Price Not Covered
Radiation Therapy (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Robotic Surgery/Robotics Suite (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Skilled Nursing Facility Maximum 60 days per member per plan year (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Sleep Apnea Diagnostics and Therapeutic Procedure (Pre-Certification Required)	Plan pays 80%; Member pays 20%	Not Covered
Sterilization Procedures	Plan pays 80%; Member pays 20%	Plan pays 50%*, Member pays 50%
Vasectomy (Outpatient Only)		
Urgent Care	\$10 Member co-pay	Plan pays 50%*Member pays 50%
Additional Benefits: What the Plan Covers		
Wellness and Fitness Benefit		
1. Wellness Benefit at a Wellness Center (Pre- Certification Required)	Plan pays 80% of the first \$200 Member pays 20% of the first \$200 Plan pays 50% of charges thereafter	Not Covered
2. Fitness Benefit Plans must base their quote on an enrollment cap of 10,000 members	Plan pays 100%	Not Covered

* Of Eligible Charges

Retiree Supplemental Plan Schedule of Benefits

YOUR BENEFITS: WHAT NETCARE COVERS	When you go to participating provider Retiree Supp Plan pays after Member Share ¹	When you go to participating provider Member pays after deductible
OUT OF AREA SERVICES Any service outside Guam that include but not limited to Philippines, Hawaii, U.S. Mainland, Japan, Taiwan, and any foreign participating providers.	Pre-certification is required for all out of area services.	
Plan Maximum	Unlimited	
	Retiree Supp Plan Pays	Member Pays
PREVENTIVE SERVICES (Outpatient Only) In accordance with guidelines established by the USPSTF Grades A & B, and PPACA. 1. Annual Routine Physical Exam 2. Preventive Laboratory Service 3. Counseling and Health Screenings 4. Philippine Annual Routine Physical Exam • May choose age appropriate physical exam • No dollar limit	Nothing	Nothing
Immunizations/Vaccinations In accordance with guidelines established by the Advisory Committee on Immunization Practices	Nothing	Nothing
WELL-WOMAN CARE In accordance with the guidelines supported by the Health Resources and Services Administration (HRSA) and the Women's Health and Cancer Act	Nothing	Nothing
	Retiree Supp Plan pays after Member Share ¹	Member Pays
ANNUAL EYE EXAM One Exam per Member per Plan Year	Plan Pays 100% Covered on Guam Only	Nothing
OUTPATIENT PHYSICIAN CARE & SERVICES	20% co-insurance	Nothing
1. Primary Care Visit		
2. Specialist Care Visit	20% co-insurance	Nothing
3. Urgent Care Visit	Medicare Part B deductible Then 20% co-insurance	Nothing
4. Voluntary Second Surgical Opinion	20% co-insurance	Nothing
5. Home Health Care Visit	Nothing	Nothing
6. Hospice (Pre-Certification Required)	80% co-insurance	20% co-insurance
• Guam Only		
• Maximum 180 Days		
7. Outpatient Laboratory (diagnostic or non-preventive labs)	Nothing	Nothing
8. X-ray Services	Medicare Part B deductible Then 20% co-insurance	Nothing

9. Injections	20% co-insurance	Nothing
(Does not include those on the Specialty Drug List and Orthopedic Injections)		
PRESCRIPTION DRUGS		\$15 Co-Pay (30 day supply)
1. Formulary Generic Drugs (per prescription unit)		
2. Formulary Brand Name Drugs (per prescription unit)		\$30 Co-Pay (30 day supply)
3. Mail Order Drugs		\$0 Co-Pay (90 day supply)
4. Non-Formulary Drugs (Medically Necessary Only and Pre-Certification Required)		\$30 Co-Pay (30 day supply)
5. Specialty Drugs (Medically Necessary Only and Pre-Certification Required)		\$60 Co-Pay (30 day supply)
	Retiree Supp Plan pays after Eligible charges after Member share'	When you go to participating provider Member pays after deductible
ACUPUNCTURE 30 visits per member per plan year	Plan pays 80%	Member pays 20%
AIDSTREATMENT Exclusive of Experimental drugs	Plan pays 80%	Member pays 20%
AIRFARE BENEFIT TO CENTERS OF CARE Members must meet qualifying conditions. The Plan provides roundtrip airfare upon required Plan approval.	Plan Pays 100%	Nothing
GovGuam Retiree Supplemental		
	Retiree Supp Plan pays after Eligible charges after Member share'	When you go to participating provider Member pays after deductible
ALLERGY TESTING \$1,000 per member per plan year	Plan pays 80%	Member pays 20%
AMBULATORY SURGI-CENTER CARE (Pre-Certification Required)	Plan pays 80%	Member pays 20%
BLOOD & BLOOD DERIVATIVES	Plan pays 80%	Member pays 20%
BREAST RECONSTRUCTIVE SURGERY In accordance with 1998 W.H.C.R.A.	Plan pays 80%	Member pays 20%
CARDIAC SURGERY	Plan pays 80%	Member pays 20%
CATARACT SURGERY (OUTPATIENT) Includes Conventional Lens	Plan pays 80%	Member pays 20%
CHEMICAL DEPENDENCY	Plan pays 80%	Member pays 20%
CHEMOTHERAPY BENEFIT	Plan pays 80%	Member pays 20%
CHIROPRACTIC CARE 30 Visits per Member per plan year	Plan pays 80%	Member pays 20%
CONGENITAL ANOMALY DISEASES COVERAGE	Plan pays 80%	Member pays 20%
DIAGNOSTIC TESTING (Pre-Certification Required) • MRI, CT Scan, and other diagnostic procedures	Plan pays 80%	Member pays 20%
DURABLE MEDICAL EQUIPMENT (DME) The lesser amount between the purchase or rental when prescribed by a Physician. (Pre-Certification Required) • Crutches • Suction Machine • Walkers • Nebulizer Machine • Wheelchair • Oxygen • Hospital Beds • CPAP Machine	Plan pays 80%	Member pays 20% of the total rental cost or purchase
ELECTIVE SURGERY (Pre-Certification Required)	Plan pays 80%	Member pays 20%
EMERGENCY CARE Plan must be contacted and advised within 48 hours for off-island emergencies 1. On/Off Island emergency facility, physician services, laboratory, x-rays 2. Ambulance Services (Ground Transportation Only)	Plan pays 80%	Member pays 20%

END STAGE RENAL DISEASE / HEMODIALYSIS	Plan pays 80%	Member pays 20%
HEARING AIDS Maximum \$500 per member per plan year	Plan pays 80%	Member pays 20%
HOSPITALIZATION & INPATIENT BENEFITS 1. Room & Board for semi-private room, intensive care, coronary care and surgery 2. All other inpatient hospital services including laboratory, x-ray, operating room, anesthesia and medication. 3. Physician's Hospital Services	Plan pays 80%	Member pays 20%
IMPLANTS (Pre-Certification Required) Limitations apply, please refer to contract. Limited to the following: • Cardiac Pacemakers • Intraocular Lens • Heart Valves • Orthopedic Internal Prosthetic Devices • Stents	Plan pays 80%	Member pays 20%
INHALATION THERAPY	Plan pays 80%	Member pays 20%
MENTAL HEALTH CARE	Plan pays 80%	Member pays 20%
NUCLEAR MEDICINE (Pre-Certification Required)	Plan pays 80%	Member pays 20%
OCCUPATIONAL THERAPY 20 visits per member per plan year (Pre-Certification Required)	Plan pays 80%	Member pays 20%
ORGAN TRANSPLANT (Donor Expenses are covered) (Pre-Certification Required) Coverage includes but not limited to: • Heart • Kidney • Bone Marrow • Lung • Pancreas • Cornea • Liver • Intestine	Plan pays 80%	Member pays 20%
ORTHOPEDIC CONDITIONS • Internal and External Prosthesis	Plan pays 80%	Member pays 20%

	GovGuam Retiree Supplemental	
	Retiree Supp Plan pays after Eligible charges after Member share ¹	When you go to participating provider Member pays after deductible
PHYSICAL THERAPY (Pre-Certification Required)	Plan pays 80% for the first 20 visits and 50% thereafter	Member pays 20% for the first 20 visits and 50% thereafter
RADIATION THERAPY (Pre-Certification Required)	Plan pays 80%	Member pays 20%
ROBOTIC SURGERY/ROBOTICS SUITE (Pre-Certification Required)	Plan pays 80%	Member pays 20%
SKILLED NURSING FACILITY • Maximum 60 Days per Member per plan year (Pre-Certification Required)	Plan pays 80%	Member pays 20%
SLEEP APNEA • Diagnostics and Therapeutic Procedure (Pre-Certification Required)	Plan pays 80%	Member pays 20%
STERILIZATION PROCEDURES 1. Vasectomy (Outpatient Only)	Plan pays 80%	Member pays 20%
VISION 1. Eye Glasses • Frames • Eyeglass Fitting 2. Eye Glass Lenses • Single Vision Lenses • Bifocal Lenses • Trifocal Lenses • Lenticular/Aphakic Lenses 3. Contact Lenses	Plan pays 100% up to \$150 per member per plan year	Nothing
ADDITIONAL BENEFITS: What the Plan Covers		
WELLNESS AND FITNESS BENEFIT 1. Wellness Benefit at a Wellness Center Member co-insurance may be reimbursed upon program completion (Pre-Certification Required)	Plan pays 80%	Member pays 20%
2. Fitness Benefit • Gym Enrollment	Plan pays 100%	Not Covered

¹ Member share can be your Medicare Part A or Part B deductible. Once you have been billed \$147 of Medicare approved amounts for covered services, your Part B Deductible will have been met for the calendar year.

EXHIBIT S (continued)
GOVERNMENT OF GUAM
DENTAL

Your Benefits (subject to the specific limitations which are contained in the Group Health Certificate):

Participating Providers

Non-Participating Providers

DIAGNOSTIC & PREVENTIVE CARE 1. Caries Susceptibility Test 2. Exams (including Treatment Plan) (Once every 6 months) 3. Fluoride Treatment (Annually for children age 19 & under) 4. Prophylaxis (Cleaning and polishing of teeth) once every 6 months 5. Sealants (For permanent molars of children age 15 & under) 6. Space maintainers (For children age 15 & under) includes adjustments within 6 months of installation 7. Study Models 8. X-rays (Bite Wing Maximum of 4 per Plan Year) 9. X-rays (Full Mouth, once every 3 years)	100% of Eligible Expenses	70% of Eligible Expenses
BASIC & RESTORATIVE CARE General Services 1. Emergency Services (during office hours). 2. Pulp Treatment. 3. Routine Fillings (amalgam and composite resin). 4. Simple Extractions. 5. Complicated Extractions. 6. Extraction of impacted teeth. 7. Periodontal Prophylaxis (cleaning and polishing once every six months) 8. Periodontal Treatment 9. Pulpotomy & Root Canals/Endodontic Surgery & Care 10. Conscious Sedation and Nitrous Oxide for children under the age of 13.	80% of Eligible Expenses	70% of Eligible Expenses
MAJOR & REPLACEMENT CARE Fixed Prosthetics 1. Crowns and Bridges 2. Gold Inlays & Onlays 3. Replacement of Crown Restoration (limited once every 5 years) Removable Prosthetics 1. Full Dentures (Once every 5 years) 2. Partial Dentures (Once every 5 years) 3. Each anesthetic, but only if medically or dentally necessary 4. Relines 5. Denture Repair	50% of Eligible Expenses	35% of Eligible Expenses
Deductible	None	None
Registration Fee per visit to Dentist	None	None
Coverage Maximums Per Member per Plan Year	\$1,000	
Terms: 1. Unused balances are not transferable to the following year. 2. Charges for Non-participating Providers are limited to the lesser of actual charges of the Company's determination of the usual, customary and reasonable charge in geographic location where the service was rendered, unless otherwise provided in the agreement. 3. The Covered member pays any excess above Eligible Charges.		

EXHIBIT T – Listing of most utilized providers

Most utilized providers for plan year beginning October 2016

Top 30 Medical / Pharmacy; Top 20 Dental

The top providers from the three carriers have been combined into one list.

Medical / Pharmacy Provider

CATAMARAN PBM OF ILLINOIS, INC.
GUAM MEMORIAL HOSPITAL
RSA-GUAM,LLC
OPTUM RX INC
GOOD SAMARITAN HOSPITAL
SEVENTH DAY ADVENTIST CLINIC
DOCTORS MEDICAL CENTER
AMERICAN MEDICAL CENTER, LLC
ST. LUKE'S MEDICAL CENTER, GLOBAL CITY
GUAM RADIOLOGY CONSULTANTS
FITNESS SOLUTIONS, INC. dba
ENVISIONPHARMACIES
DIAGNOSTIC LABORATORY SERVICES
CEDARS SINAI MEDICAL CENTER
RENAL CENTERS OF GUAM
INTERNATIONAL HEALTH PROVIDER, LLC
STRAUB CLINIC AND HOSPITAL
LABTECH, INC.
PARADISE FITNESS INC.
ISLAND EYE CENTER
RSA-TUMON, LLC
GUAM SURGICENTER, LLC
ISLAND CANCER CENTER
PACIFIC MEDICAL GROUP
CANCER CENTER OF GUAM
GUAM SPECIALIST GROUP PLLC
THE DOCTORS' CLINIC
FHP PHARMACY GUAM
EUGENE W.M. NG, MD, LLC.
RSA - GUAM, LLC

Dental Provider

CV ALEGRIA, DDS, INC.
ORDOT DENTAL CLINIC, LLP
SEVENTH DAY ADVENTIST DENTAL
ISA DENTAL CLINIC
TIMOTHY P. BRADY, DDS
REFLECTION CENTER DENTAL CARE
BEN MALABANAN, JR, DDS, INC.
ROBERT J. YANG, D.M.D.
MICHAEL A. FERNANDEZ, DDS
PARADISE SMILES
PEDIATRIC DENTAL CENTER
Hafa Adai Family Dental, PC
FAMILY DENTAL CENTER
GENTLE CARE DENTAL ASSOC.
C.V. ALEGRIA D.D.S.
LEE, KUNSUN
WILLIAM C. HIGHTOWER II, DDS
ISA DENTAL
ALH LLC dba ISLAND DENTAL
DARIUS A. RICHARDSON, DMD, MD

EXHIBIT U

GOVERNMENT OF GUAM
GROUP HEALTH INSURANCE
RULES AND REGULATION

APRIL, 1986

GOVERNMENT OF GUAM NEGOTIATING TEAM
RULES OF PROCEDURE

Adopted by virtue of Public Law 32-083

November 2013

100.0 STATUTORY AUTHORITY:

100.1 Pursuant to the authority vested in the Director of Administration by Section 4302 (b), Title 4 of the Guam Code Annotated, as amended by Public Law 18-17:52, the following rules and regulations are promulgated setting forth the information the Director of Administration requires from the companies or legal entities interest in providing health care coverage and the method by which such information shall be reported.

In accordance with that authority, all information and documentation required to be submitted under these rules and regulations shall be confidential and may not be disclosed or released by the Government of Guam without the prior written approval of the carrier. Note, however, that audited financial statements acquired by the Government of Guam pursuant to Section 4302(a), Title 4 of the Guam Code Annotated, shall be public records.

200.0 PURPOSE AND POLICY:

200.1 The purpose of these rules and regulations is to set up the standardization of the information the Director of Administration shall require from all existing or prospective carriers that desire to provide or continue to provide health care services to the Government of Guam active employees, retired employees, survivors of retired employees and covered dependents thereof.

The government is cognizant that not all carriers, insurance companies or legal entities operate on the same fiscal year or maintain universal fiscal, utilization, claim or similar health care industry required data. Consequently, each carrier shall make a good faith effort to supply the information required under these rules and regulations. If the carrier is unable to comply with a particular requirement, it shall submit a written statement to the Director of Administration prior to the deadline established in Section 300.1 explaining how it was not able to comply and what information it submitted in an effort to satisfy the requirements under these rules and regulations. The negotiating team shall review the documentation and determine whether the carrier has complied with the requirements. Nothing in these rules and regulations shall restrict the negotiating team from requiring additional information in order to ensure that uniform information is provided by each carrier.

200.2 By statute, the negotiating team has the authority to recommend for the scope and content of the Government of Guam group health/dental insurance programs.

200.3 The Director of Administration and the negotiating team are committed to the concept of providing Government of Guam enrollees with comprehensive health benefit plan and ensuring that such benefits are delivered efficiently and economically for all participants in the plan.

200.4 It is the policy of the Government of Guam to provide its enrollees to be covered by health benefits plan to be covered by health benefits plan under a minimum benefits package arrangement. The minimum benefits package is to be used uniformly when soliciting bids from any interested carriers authorized to provide these services pursuant to applicable laws. All benefits in any proposal are to be at least equal to those of the Government of Guam standard medical expense plan as mandated by Section 4302(d), Title 4 of the Guam Code Annotated. The carrier may propose additional benefits.

200.5 The minimum benefit package will be made available to all lawfully authorized carriers interested in providing coverage for the medical expenses of the Government of Guam enrollees.

200.6 The negotiating team shall require sufficient data from each carrier making a bid to be satisfied that the Government of Guam and its enrollees shall receive good value for their premium payments. In addition, each carrier that submits a proposal which has previously provided coverage for the Government of Guam enrollees shall provide reports of its past financial experience of the plan. All procedural and regulatory requirements shall be complied with on or before the deadline described in Section 300.1, unless the Director of Administration or the negotiating team determines that it is in the best interest of the enrollees to grant a waiver.

300.0

DEADLINE FOR SUBMISSION OF PROPOSAL:

300.1

All information required to be submitted by carriers under these rules and regulations shall be submitted no later than ten (10) days prior to the scheduled negotiation or within ten (10) days upon receipt of subsequent written notice of the Director of Administration. If a carrier fails to submit the required information, in part or in whole, the negotiating team need not negotiate or consider the carrier's proposal unless it determines that it is in the best interest of the Government to do so.

400.0

GENERAL BIDDING AND OPERATIONAL REQUIREMENTS:

400.1

Each carrier seeking to contract or continue to contract with the Government of Guam under the group health insurance plan shall provide the information in Section 500 of these rules and regulations and shall also furnish to the negotiating team or Director of Administration, as the case may be; information in writing on the points listed below. If the carrier is currently providing health benefits to GovGuam enrollees, any changes contained in its proposal set forth in items C and E of this paragraph shall be reported in writing to the negotiating team.

- A. A written statement to the negotiating team affirming the financial capacity of the plan to provide the proposed benefits. At a minimum, this demonstration shall include the carrier's audited profit and loss statement sheet and balance sheet for its preceding fiscal year.

If the company is not organized in the United States or Guam, the annual statements of its United States department shall be submitted to the Director of Administration. If the benefits are guaranteed in whole or in part by an insurance company, the post recent "convention form" of annual statement is to be furnished.

If some part or all of the funds of the plan are to be held by an administrator for such purposes as paying claims or refunds, the administrator is to indicate in writing to the negotiating team if he or she is willing to provide a fidelity bond and errors and omissions insurance that will suitably protect the Government of Guam in the event a contract is made with the administrator. The audited financial statements of the administrator for the most recent twelve (12) month period are also to be furnished to the Director of Administration.

- B. Carriers will be required to submit documentation to the Director of Administration that there exists an adequate mechanism for maintaining records on enrollees. The above-mentioned administrator or carrier shall provide a written statement to the negotiating team stating whether or not funds received from the Government of Guam have been maintained in a separate fiduciary account prior to payments made pursuant to its contractual obligation.
- C. Documentation to the Director of Administration that the carrier has an effective program for containing costs for medical services, hospital confinements and any other benefits shall be provided. This includes, but is not limited to, arrangements for:
1. Effective peer review and utilization review mechanisms for monitoring health care costs. This includes pre-admission authorization of the need for and allowable period of hospitalization, and ongoing review of hospital confinements that exceed the pre-authorized periods. Carrier shall be required to submit to the Director of Administration the most recent peer review and utilization report of the Government of Guam's account, but no later than 30 days after the date of the report.
 2. A mechanism for coordinating benefits when a person is insured by more than one health insurance plan for the same condition, to at least keep benefits from exceeding covered expenses incurred.
- D. Each carrier shall submit to the Director of Administration statistical report(s) showing utilization and claims data on the Government of Guam enrollees covered thereunder. If the plan's premium is community-rated, then the carrier shall provide some indication of the percentage the Government of Guam enrollees group represents of the total community covered by the carrier and the percentage of claims and expenses of the carrier incurred by the Government of Guam enrollees. The method of making this allocation is to be equitable and is to be explained to the Director of Administration. Each carrier shall provide specific information about the portion of

costs due to specific benefits. These benefits shall include but are not limited to hospitalization, physical examinations and mental care in and outside the hospital. Each carrier shall also provide enrollment information by age and sex of member, separately for enrollees.

- E. Each carrier shall set forth in writing to the Director of Administration the manner in which it handles medical costs and services provided to an enrolled individual in the event of an accident or illness which occurs while off-island, whether in a state of the United States or a foreign country. The carrier shall also indicate its practice for sending enrollees to a state or foreign country for treatment not obtainable in Guam.

500.0 RATES AND RETENTIONS:

500.1 Each carrier shall include in its proposal to the Director of Administration Form GHI-1. Each carrier shall identify whether the rate which will be proposed represents a community rate (actuarially factored if necessary for difference time periods or benefits provisions), or an experience rate based on past claims/benefits adjusted or anticipated experience of the Government of Guam's group. The Director of Administration requires each carrier to factor out the results of the Government of Guam's group when the premium rate structure was based on the total experience of all covered individuals in Guam.

500.2 Each carrier shall submit an explanation to the Director of Administration of how adverse or favorable experience of the GovGuam plan will be reflected in future rates. The plan is ordinarily to be based on the experience of the GovGuam enrollees covered by the carrier under their program. If applicable, the plan must demonstrate and explain differences in assumptions between the Government of Guam program and the community or prospective rated groups.

500.3 If a plan is not experience rated, the carrier must identify the assumptions used to derive the monthly premium rate for or the portion of it due to at least each of the following, plus such others as the carrier considers appropriate. However, whether carrier is experience rated or is not experience rated, it will be required, where applicable, to submit data on the following:

- a. Capitation rate for physician's services
- b. Off-island referrals
- c. Hospitalization
- d. Prescription drugs
- e. Administrative expenses
- f. Specialist referrals (on-island)
- g. Physical examinations
- h. Maternity and obstetrical benefits
- i. Savings from Medicare, coordination of benefits (COB), discounts from PPOs or others.

Each Carrier shall submit additional information to the Director of Administration about features of or conditions developing with its program that warrant consideration by the negotiating team. This could be because of such reasons as actual or potential excessive utilization of the benefit(s) or because new medical developments may warrant changing a benefit. It is expected that the items which will require evaluation of emerging experience will be investigated and reviewed by the consulting actuary of the Government of Guam, who will verify relevant factors such as the reasonableness of trend factors, claim or service costs, and expense charges, and make such necessary recommendations to the negotiating team and the Director of Administration.

500.4 The Director of Administration in concert with the negotiating team may from time-to-time establish the premium categories. Each carrier shall submit its proposal in the following premium class categories, and each carrier in order to contract under the group health insurance program shall provide coverage for each premium class category below as defined in existing contract of participating carriers:

- | | | |
|------------------|---|---------------------|
| CLASS I | - | Single employees |
| CLASS II and III | - | Employee and family |

500.5 The following items are required:

- A. Each Carrier shall submit as part of its proposal For GHI-1.
- B. Each Carrier that has previously contracted with the Government of Guam under the group health insurance program must submit Form GHI-2 for the previous contract year. In addition, each Carrier shall submit as far as practicable, a current or updated Form GHI-2.

600.0 OTHER PROVISIONS:

600.1 Severability Clause: If any provision of these rules and regulations, or any rule, regulation or order promulgated hereunder, or the application of any such rule, regulation or order to any person or circumstances shall be held invalid, by a court of competent jurisdiction, the remainder of these rules and regulations or orders to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

600.2 Superseding Clause: These rules and regulations supersede any and all subsequent contracts between the Government and a carrier for the provision of health care service and coverages to Government of Guam employees and retirees; and all administrative rules, regulations, directives, orders and provisions affecting these rules and regulations at the time these rules and regulations are lawfully promulgated under the Administrative Adjudication Law of Guam, and furthermore, that these rules and regulations may be subordinated to legislative laws enacted subsequent to the date of promulgation of these rules and regulations.

700.0 DEFINITIONS:

"Benefits" means hospital services, professional services and other authorized health care services. Alternatively, "benefits" means the various coverages provided by a carrier under the health benefit plan of the Government of Guam.

"Carriers" means a voluntary association, corporation, partnership, or other nongovernmental organization which is engaged in providing, paying for, or reimbursing all or part of the cost of health benefits under group insurance policies and contracts, or under medial or hospital service agreements, in consideration of premiums or other periodic charges payable to the carrier.

"Community rating system" (Community rate) means a system of fixing rates of payments for health services. Under such a system, rates of payments may be determined on a per person or per family basis and may vary with the number of persons in a family, and rates must be equivalent for all individuals and for all families of similar composition. This does not preclude changes in the rates of payments for health services based on a community rating system which are established for new enrollments or re-enrolments and which changes do not apply to existing contracts until the renewal of such contracts.

"Days" means calendar days unless otherwise specified.

"Director of Administration" means the Director of the Department of "Administration.

"Enrollee" means a subscriber or a dependent of a subscriber who is entitled to receive health services under a health insurance contract.

"Enrollment" means the process of converting an eligible population having the HMO or indemnity option to the HMO subscriber population or vice versa; alternatively, the aggregate of subscribers to an HMO or indemnity insurance.

"Subscriber" means an individual who enters into a health service contract, or on whose behalf a health maintenance contract is entered into, with a licensed health maintenance organization or a health insurance carrier and to whom evidence of coverage is issued. "The subscriber is differentiated from the enrollees, who are defined as anyone covered under the contract.

"Utilization review" means prospective, concurrent and retrospective review and analysis of date related to utilization of health care resources in terms of cost, effectiveness, efficiency, control and quality.

EXHIBIT V

GOVERNMENT OF GUAM MANDATORY CONTRACT REQUIREMENTS FY 2018 GROUP HEALTH INSURANCE PROGRAM

Government of Guam Group Health Insurance Contract Requirements

Offerors must comply with the Government of Guam Group Health Insurance Contract requirements which include PPACA. A summary of PPACA benefits and uniform glossary of terms is included on the following website:
<http://www.cciio.cms.gov/resources/other/index.html#sbcug>

It is the intent of this contract to provide all of the benefits, rights and responsibilities afforded as a result of the Patient Protection and Affordable Care Act (Public Law 111-148), and the regulations promulgated under the authority of this Act.

Participating Contract

A fully participating contract will be implemented effective 10/1/17 that allows for an annual accounting settlement – no later than 4/1/18 – which will produce either a positive or negative balance after accounting for Incurred claims and guaranteed retention. This surplus will be returned to GovGuam either toward reducing any needed rate increase or in cash. If the result is a deficit, the amount of the deficit will be added to any needed rate increase for FY 2019 provided the incumbent vendor continues to be the insurance provider.

Guaranteed Renewability of Health Insurance Coverage

In the event that the government of Guam invokes the protection afforded by the Health Insurance Portability and Accountability Act of 1996, as amended, found at Section 2712 of the Public Health Services Act, and its regulations, for the guaranteed renewability of health insurance coverage the parties agree that coverage would be continued until a new contract is in place with the first ninety (90) days of coverage guaranteed at the same rate and plan designs.

Important Requirement of any Certificate of Insurance or Group Health Insurance Agreement:

The process to resolve disputes between the insurance carrier and the covered person (the subscriber and eligible dependents) related to denial of coverage by the insurance provider, to include rescissions, eligibility, pre-exclusion, medical necessity denial, and post-service reimbursement, must be consistent with the Patient Protection and Affordable Care Act and applicable regulations to include 45 CFR 147.136 and 29 CFR 2560.503. Requirements or provisions for an arbitration process to resolve disputes related to denial of coverage by the insurance carrier, to include rescissions, eligibility, pre-exclusion, medical necessity denial, and post-service reimbursement are not acceptable and will not be agreed to.

Government of Guam Health Insurance Plan RFP and Negotiations Process

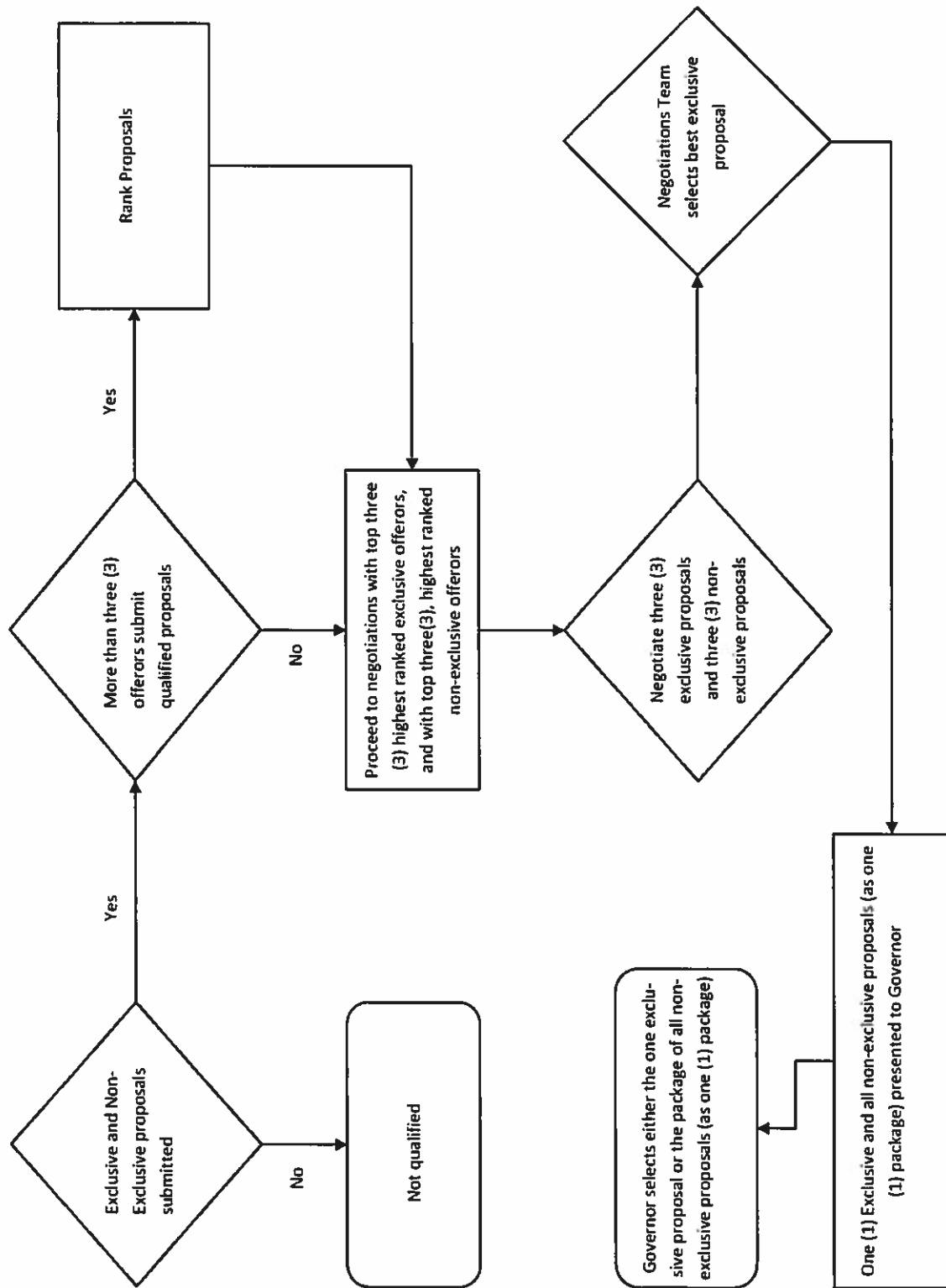


EXHIBIT W

EXHIBIT X

AFFIRMATION THAT PLAN DESIGNS ARE CONSISTENT IN ALL MATERIAL RESPECTS WITH THE REQUEST FOR PROPOSALS

I affirm, on behalf of _____[Company Name], by submitting these proposals for an exclusive contract and for a non-exclusive contract, that the plan designs being submitted are consistent in all material respects with the plan designs solicited in the FY 2018 Health Insurance Program Request For Proposal DOA/HRD-RFP-GHI-18-001 and that the Government of Guam Negotiating Team may rely upon this affirmation in its evaluation of these proposals, to include evaluation of rates. It is understood that any discrepancies between the plan designs in these proposals and the plan designs solicited by FY 2018 Health Insurance Program Request For Proposal DOA/HRD-RFP-GHI-18-001 are to be resolved during future negotiations, if any negotiations are to take place, without any concession on the part of the Government of Guam that proffered plan designs inconsistent with the Schedule of Benefits or the Request For Proposals are acceptable.

Furthermore, the government requires an "ALL OR NONE" proposals. All carriers are notified, that by signing below, the Government is requesting that any quote or proposal include all plans (i.e. RSP, Foster, 1500, 2000 and dental) and items or none at all. Except in the event the Government subscribes with one insurance carrier for insurance coverage for qualified foster children, the Government will not award on an itemized basis.

Plan Name: _____
Authorized Signature: _____
Print Name: _____
Title: _____
Contact Number: _____
Email Address: _____

EXHIBIT Y

WELLNESS & FITNESS BENEFIT must include at least the following:

- A) Cardiovascular Training;
- B) Resistance and Strength Training;
- C) Flexibility Training;
- D) Regular Group Exercise Classes with options to provide additional classes to organized groups of subscribers upon request to be determined in coordination with the Dept. of Administration;
- E) Nutrition Classes, Counseling and Access to Nutritional Information Material;
- F) Health Risk Assessments;
- G) Fitness Assessments including Body Mass Index (BMI);
- H) Assistance to individuals with physical or mental impairments to meet the laws on equal access and comply with Americans with Disabilities Act (ADA) regulations;
- I) Gym Utilization / Membership
 - J) Data to capture utilization information as follows:
 - a. Number of members per month utilizing the gym;
 - b. Frequency of use per member per month;
 - c. Census data by age, gender, and by active/retiree/dependents;
 - d. Same reporting frequency as medical claims data.
- K) Utilization of the above should be accessible to subscribers and dependents.
- L) Plans must base their quote on an enrollment cap of 10,000 members.

AFFIRMATION

I affirm, on behalf of _____ [Company Name] that the proposal submitted and the insurance plans to be provided pursuant to this RFP will include an integrated program of wellness and fitness benefits, to include gym membership.

Plan Name: _____
Authorized Signature: _____
Print Name: _____
Title: _____
Contact Number: _____
Email Address: _____

EXHIBIT Z

See attached for contracts

1500, 2000HSA, Retiree Supplemental Plan, Dental and Foster Plan